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Contract Database Metadata Elements

Title: **Hewlett-Woodmere Union School District and Hewlett-Woodmere Faculty Association (HWFA) (2008)**

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Union: **Hewlett-Woodmere Faculty Association**

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Menu For Success



INGREDIENTS

**Integrity
Mutual Respect
Professionalism**



Commitment
Communication
Collaboration



**A Caring
Learning
Community**

**Hewlett-Woodmere
Union Free
School District**

And the

**Hewlett-Woodmere
Faculty Association**

**July 1, 2008
Through
June 30, 2013**



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NEGOTIATED AGREEMENT BETWEEN
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
AND THE
HEWLETT-WOODMERE FACULTY ASSOCIATION

This agreement entered into this 6th day of March, 2008 by and between Hewlett-Woodmere Union Free School District (hereinafter referred to as "District") and the Hewlett-Woodmere Faculty Association (hereinafter referred to as "Association" and/or "HWFA").

WHEREAS, the parties hereto have negotiated with respect to the terms and conditions of employment of the employees included in the Unit covered by this agreement, and

WHEREAS, the parties recognize that the education and welfare of the children of the school district are paramount in the operation of the schools and in order to promote such purposes,

NOW THEREFORE, the parties hereto agree as follows:

WITNESSETH:

ARTICLE I RECOGNITION

The District recognizes the Association as the exclusive negotiating agent for the term of this negotiated agreement of all regularly appointed regular and special certified teachers of the District, including library media specialists, nurse teachers, reading specialists and speech teachers, whether full or part time, and hourly certified teachers, but excluding all employees set out in the administrative and supervisory unit and all other employees of the District.

This recognition is granted in acknowledgment of receipt of evidence, as stipulated in the Public Employees' Fair Employment Act that the Association is the authorized representative of over 50 percent of the personnel identified above.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

The Board of Education is responsible for the operation and control of the school system and its personnel as set forth in Section 1709 of the Education Law of the State of New York. This includes, but is not limited to the right to control educational affairs, hire teachers, and establish budgetary, taxing and other financial policies.

ARTICLE III PRINCIPLES

- A. Attaining Objectives - Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the District and the Association. Free and open exchange of views is desirable and necessary.
- B. Responsibility - Instructional personnel are responsible for maintaining high standards of competence. The Association shares with the Board and the Superintendent of Schools responsibility for an awareness of the total educational needs of the community and it shares with other school employee associations the responsibility to assist in developing policies and programs designed to improve school operation. Continued success of the educational program in the community depends upon staff effectiveness, which in turn depends upon satisfactory terms and conditions of employment.
- C. Role of the Superintendent - The Board of Education and the Association recognize the Superintendent of Schools as the Board's Executive Officer and the Chief Administrator of the District and a focal point of responsibility within the school system. They recognize that the Superintendent exercises professional leadership, and that this involves the encouragement of Administrators and Teachers alike to engage in the development of forward looking proposals for study and adoption by the Board and the Administration in matters of professional and educational growth and welfare.
- D. Individual Freedom - Individual staff members may join or refrain from joining any employee organization of their own choosing. Membership shall not be a prerequisite for employment or continuation of employment of any employee.
- E. Rights of Minorities and Individuals - The legal rights inherent in New York State Law and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by this agreement.

ARTICLE IV AREAS FOR NEGOTIATION

Representatives of the District and the Association shall meet and bargain in good faith to reach mutually satisfactory agreements on matters related to terms and conditions of employment, pursuant to the Public Employees' Fair Employment Act.

ARTICLE V NEGOTIATION PROCEDURES

- A. **Representation** - The District and the Association shall each designate representatives to comprise their respective negotiation teams. These teams will meet for the purpose of discussing and reaching mutually satisfactory agreements.
- B. **Representation Authority** - The Association and the District agree that no final agreement shall be executed without ratification by the Association and the Board, but that the parties mutually pledge that their representatives will be clothed pursuant to applicable provisions of the Taylor Law with all necessary power and authority to make proposals, consider proposals, and reach tentative agreement in the course of negotiations. Once such tentative agreement has been reached on individual articles, they will be initiated by both parties and will be understood to stand as tentative agreements, which each negotiating committee shall recommend.
- C. **Requests and Meetings** - Upon written request of either party a meeting at a mutually agreed upon place and on a mutually established date shall take place on or before January 1st. At that meeting each party shall present to the other their respective proposals for negotiations. Within two weeks of that meeting, the parties will meet again for the purpose of exchanging their final proposals. No new proposals will be added thereafter except upon mutual consent.
- D. **Conducting Negotiations** - Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters and to continue regular meetings until an understanding is reached on the proposals.
- E. **Information** - Both parties shall furnish to each other, upon reasonable request, data and information in their possession which are pertinent to the proposals under consideration. The District agrees to make available to the Association the printed proposed budget to be distributed at the budget hearing, as soon as it is printed, Treasurer's reports, and District census data.
- F. **Consultants** - The parties may call upon consultants to assist in preparing for negotiation, and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them. Notice of the intention to include such consultants at a meeting should be given to all parties concerned in advance.
- G. **Study and Research** - Joint committees may be formed by mutual consent. The cost of joint committees shall be shared equally by the parties involved.
- H. **Agreements** - Negotiated agreements will be submitted to the Superintendent and the Association in final written form for signature. Upon ratification of the negotiated agreement by the Board of Education and Association it shall become binding upon the Board of Education, the District, the Association and their respective agents, servants and employees.
- I. **Distribution of Agreement** - The Association shall distribute a copy of the final agreement to members of the negotiating unit and shall pay for such copies. If the District and the Association jointly prepare copies of the contract, the parties shall share proportionately the costs for the number of copies each requires.

ARTICLE VI ASSOCIATION RIGHTS

- A. The Association has the right to use school mailboxes and interschool mail services, including electronic mail, for properly identified official communications of the Association. The Board shall not be responsible for the official quality of the communications placed in the mailboxes.
- B. School buildings may be used for Association meetings. Any overtime costs for the custodial staff shall be borne by the Association.
- C. Announcements related to Association business may be made at faculty meetings.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt the normal school operations or the duties or assignments of the teachers.
- E. The Association shall be furnished with bulletin board space in each school building for the posting of notices of its activities and matters of Association concern.
- F. The Association shall be advised of any major revision in fiscal, budgetary, tax, construction and destruction programs, or education policy which are under consideration; and the Association shall be given at least thirty (30) days after having been advised within which to communicate advice to the Board with respect to said matters.
- G. Announcements of Association meetings may be made over the public address system in such a way and at such a time as not to interrupt classroom instruction.
- H. The Association shall have the right to address new teachers on orientation day, for a period not to exceed fifteen (15) minutes. An Association representative shall consult with the central office to establish the scheduling of such address.
- I. Five copies of the agenda and addendum for each regular Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon prior to such meeting as the same is available.
- J. The Association may address the Board of Education during the portion of its meetings reserved for public comments, within the time limits set forth.
- K. Minutes received and approved by the Board will be transmitted to the Association as soon as possible following each meeting. The Association may examine the book of enclosures provided at each Board meeting, as soon as it is available prior to the Board meeting. Following the Board meeting, the Association may request and shall be provided with copies of enclosures from the book and shall pay the regular twenty-five (25) cents fee per page for such copies.

(Article VI continued on next page)

- L. The Association shall be permitted the opportunity to interview all finalists recommended to the Superintendent by the District's interviewing team for administrative and supervisory positions and to make a written report about each candidate interviewed for inclusion in the candidate's application file. The report shall specify both the candidate's strengths and weaknesses, as noted by the Association and may or shall contain a recommendation as to the candidate.
- The District shall notify the Association that the finalists have been selected. The Association, in turn, shall identify three (3) dates within the next seven (7) school days when the Association will be available to interview the finalists. The District shall then schedule the interviews between the Association and the finalists on the dates identified. The written report shall be submitted to the District's Department of Human Resources within three (3) school days after the last interview with the finalists is conducted.
- M. The Association shall be entitled to nine (9) days for union business without charge and two (2) additional days for union business at the minimum sub rate, all subject to prior approval by the Superintendent of Schools or his/her designee. The Association President shall certify the use of such days in writing to the Superintendent. In the event the full allocation of union business days has been exhausted, the Association may borrow additional days from the following year's allocation of union business days, up to a maximum of eleven (11) days. In the event that in a given year the full allocation of union business days is not used, such days may be accumulated to a maximum of fifteen (15) days beyond the current year's allocation. The District may, at its discretion and upon request by the Association, approve more than the indicated eleven (11) days per year. Such approval, if granted, shall not be binding nor precedent-setting in the future.
- N. Effective with the 2005-2006 school year, the school calendar shall include one-half day early release of elementary school children during the final week of the elementary instructional year for the purpose of facilitating the completion of end-of-year duties of teachers.
- O. The District will permit the Association to install and maintain, at its own expense, a telephone in each building. The District shall designate the location for such installation. The District may direct that the locations of telephones be changed dependent upon its determination of building needs. The District shall give the Association 30 days' notice to discontinue a telephone installation. In such case an alternative location will be approved. The District will consider locations suggested by the Association. The District shall have no further obligation with respect to Association telephones than provided herein.
- P. The District shall furnish the Association with a copy of the master schedules for the Middle School and High School within thirty (30) school days of the start of the Fall and Spring semesters. Master teacher schedules for the elementary schools shall be furnished within thirty (30) school days after the Fall start of school.

ARTICLE VII INDIVIDUAL TEACHER RIGHTS

- A. Probationary Teachers will be notified in writing by their principal of non-recommendation for continued employment not later than March 1st, except that for the final probationary year, the teacher will be notified of such non-recommendation not later than six months prior to the expiration of the probationary period. For a teacher whose probationary period begins on September 1st, such notification shall be prior to December 31st.
- B. Home telephone instruction devices will be installed in the classroom after prior consultation with the teacher. After such a device has been installed and used for two weeks, the teacher may request the appropriate supervisor to, and such supervisor shall, re-evaluate the continued use of the device.
- C. Teachers shall receive instructions and directions from professional administrative or supervisory personnel or their designees. This includes directions and orders issued over the public address system. Non-teaching or non-certified personnel shall not interfere with the performance of any teacher's program or duties.
- D. Appointments between parents and teachers shall not be scheduled without prior notice to and prior consultation with the teacher.
- E. Reprimands of teachers shall be in private.
- F. Teachers shall have the right to inspect their individual personnel folders in the presence of the Superintendent or the Superintendent's representative upon advance notice. No evaluative material will be placed in a teacher's personnel folder unless the teacher has had an opportunity to review the material and sign it, which signing will in no way be considered approval thereof. The teacher shall also have the right to submit a written answer to such material within thirty (30) school days. The teacher's written response, if any, will be reviewed by the Superintendent or the Superintendent's representative and attached to the evaluative material.
- G. Except where there is imminent danger, the administration will recommend to any parent or guardian making an oral complaint about a teacher that an appointment be set up for a meeting with the teacher.

In the event that an electronic or written communication is received which is critical of a teacher, the teacher shall be given a copy of such communication as soon as possible.

In the event that any material which is placed in a teacher's file is found to be false, misleading, or inaccurate, the documentation indicating that it is false, misleading, or inaccurate and/or covering letter so indicating shall be appended to that material and a copy shall be provided promptly to the teacher. In no event shall the existence of material which is found to be false, misleading, or inaccurate be voluntarily communicated to any person or agency.

- H. The parties have incorporated by reference into this Agreement their agreement upon the procedures contained in the amended Annual Professional Performance Review Plan, revised September 2004 and related document, "Important Understandings" 2007.

(Article VII continued on next page)

- I. All monitoring and/or observation of the work performance for evaluation of a teacher shall be conducted openly and with the full knowledge of the teacher being monitored or observed. Whenever an administrator or supervisor enters a classroom, whether scheduled or not, he/she shall make his/her presence known to the teacher.
- J. Each probationary teacher shall be formally observed for evaluation each year only by administrative and/or supervisory employee(s) of the District. Following each formal evaluative observation, the observer will meet as soon as practicable with the teacher to discuss the observation. A written report of the observation shall be sent to the teacher within ten (10) school days after the meeting.
- K. When any teacher is formally observed for evaluation, all provisions of paragraphs F, G, H, I and J shall be followed.
- L. Any complaint received by the Administration about a teacher shall be shared promptly with the teacher involved.
- M. When a teacher has been asked to meet with an administrator or supervisor and such administrator or supervisor has reason to believe the interview may lead to discipline, the teacher shall have the right to be accompanied by a union representative. "Discipline" for the purpose of this section means action that may lead to reprimand, fine, suspension or dismissal.

Where a teacher has the right to be accompanied by a union representative, the district shall provide the teacher with written notice that the teacher is entitled to be accompanied by a union representative. Except in the case of emergency, the notice shall be given to the teacher at least ten hours before the meeting. A reasonable adjournment of up to 24 hours will be allowed upon request for the teacher to secure his/her union representative. A teacher who declines representation shall so indicate on the notice.
- N. The parties incorporate by reference into this Agreement their agreement on the procedures for the Mentoring Program, effective September 2008.

ARTICLE VIII HOURLY CERTIFIED AND PART-TIME TEACHERS

A. Hourly Certified Teachers

- 1. Rate of Pay - Persons employed as hourly certified teachers shall be paid at the rate established for strategies and skills.
- 2. Benefits - Persons employed as hourly certified teachers shall not be entitled to any benefits referenced in Article XI, nor shall they be entitled to any absences or paid leave as referenced in Articles XXXI or XXXII.
- 3. Faculty Meetings - Attendance at faculty meetings is not required for hourly certified teachers.

(Article VIII continued on next page)

B. Part-Time Teachers -

1. Salary -

- a. Part-time teachers shall be paid that fraction of their appropriate salary which equals the fraction of their instructional assignment as compared with full time teachers in areas of similar responsibility.
- b. Part-time teachers will accrue time in tenths and move in half-steps at the beginning of each year in which first eligible. They will continue to accrue the balance, if any.
- c. A part-time teacher must work an equivalent of .5 or more FTE for the entire year in order to move a half-step the following year.

2. Benefits -For teachers first hired after September, 1976 and who serve in less than half-time (1/2) positions, District premium contributions for Health, Dental, Vision and Life Insurance shall be limited to one-half (1/2) of the amount of District premium contributions for full time teachers for the same benefit coverages. District premium contributions for all other teachers shall be in accordance with the provisions of Article XI, Sections A, B, C, D, E and F.

3. Faculty Meetings - Teachers with at least half-time employment must attend all faculty meetings. Part-time teachers with less than half-time assignments shall attend a pro-rated number of faculty meetings, to be scheduled with the principal's approval.

ARTICLE IX SALARY

A. Salary Schedules

1. 2008-2009 - The Salary Schedule for the school year July 1, 2008 through June 30, 2009, shall be established and defined in accordance with the procedures described in and attached hereto as Schedule B. The salary schedule shall be increased for each step at the rate of .005 to establish the final salary schedule.
2. 2009-2010 - The Salary Schedule for the school year July 1, 2009 through June 30, 2010, shall be established and defined in accordance with the procedures described in and attached hereto as Schedule B. The salary schedule shall be increased for each step at the rate of .005 to establish the final salary schedule.
3. 2010-2011 - The Salary Schedule for the school year July 1, 2010 through June 30, 2011, shall be established and defined in accordance with the procedures described in and attached hereto as Schedule B. The salary schedule shall be increased for each step at the rate of .005 to establish the final salary schedule.
4. 2011-2012 - The Salary Schedule for the school year July 1, 2011 through June 30, 2012, shall be established and defined in accordance with the procedures described in and attached hereto as Schedule B. The salary schedule shall be increased for each step at the rate of .005 to establish the final salary schedule.

(Article IX continued on next page)

5. 2012-2013 - The Salary Schedule for the school year July 1, 2012 through June 30, 2013 shall be established and defined in accordance with the procedures described in and attached hereto as Schedule B. The salary schedule shall be increased for each step at the rate of .005 to establish the final salary schedule. In the event that a successor salary schedule shall not be agreed upon by the expiration of this Agreement, the final salary schedule prevailing at the close of business on June 30, 2013 shall be effective on July 1, 2013, pending conclusion of negotiations.

B. Salary Payments

All unit members shall be paid on a semi-monthly basis, September to June, as all other 10-month district employees, according to the following methods:

1. One-twentieth of the annual salary, less deductions; or
2. One-twenty-second of annual salary through June 15th, and three-twenty-second of annual salary on final payment in June, less deductions.
3. The district will not be responsible for a Pennics Report.

The second salary payment in June shall take place on the last business day of June. Barring unforeseen circumstances, the paychecks of teachers who have not elected direct deposit shall be available on the last business day in June to be picked up or will be mailed to the teacher's home address at the end of that day.

C. Column Movement

1. All courses to be used for column movement must be pre-approved by the District.
2. Column changes resulting from courses completed and/or degrees awarded on or before August 31st shall be put into effect on October 1st of the same year; column changes resulting from courses completed and/or degrees awarded on or before December 31st shall be put into effect on February 1st of the same school year; column changes resulting from courses completed and/or degrees awarded on or before June 30th shall be put into effect on September 1st of the same year. In the event that the required paperwork is not submitted prior to the effective date for column movement, the payment shall not be required until the next effective date for column movement. In no event will salary adjustments for column movement be retroactive for more than one (1) year from the date of submission of the required documentation.
3. A minimum of one-half of the credits leading to each change from one salary schedule column to another must be for graduate credits completed by the unit member from a fully recognized or accredited institution of higher learning. The unit member must request each salary schedule column change in writing (on a District form provided for that purpose), before the change will be implemented.

D. Step Increments for Full-Time Teachers Working Less Than a Full School Year

1. If a full time teacher works ninety-three (93) or more paid days, inclusive of paid days of absence, within the regular school calendar year, then the individual shall advance one full step on the salary schedule, effective upon the commencement of the following school year.

(Article IX continued on next page)

2. If a full time teacher works fewer than ninety-three (93) paid days, inclusive of paid days of absence, within the regular school calendar year, then the individual shall not advance a step on the salary schedule upon the commencement of the following school year. When the cumulative number of days worked since last receiving a step increase reaches ninety-three (93) or more paid days, inclusive of paid days of absence, then the individual shall advance one full step on the salary schedule, effective upon the commencement of the following school year.
 3. This provision does not apply to an individual who leaves the employ of the District without having been granted a leave of absence by the District.
- E. The Asterisks - All salary rates in the Agreement designated by an (*) shall be increased by 3.09% effective July 1, 2008. Effective July 1st of each subsequent year of this agreement, the salary rates designated by an (*) shall be increased by the average of the percent increases at the 3 "key points" (BA Step 1, MA Step 1 and MA Step 15), which includes the adjustment and the percentage increases from the previous school year, determined by the procedures in Schedule B.
- F. Home Tutoring and Non-School Time AIS - Teachers who are authorized by the Board and who engage in home tutoring or AIS on non-school time during the regular 10 month school year before or after school hours shall be compensated at the following rates:
1. Compensation

<u>Home Tutoring</u>		<u>AIS</u>	
<u>Effective Date</u>	<u>Hourly Rate</u>	<u>Effective Date</u>	<u>Hourly Rate</u>
July 1, 2008	* \$ 47.25	July 1, 2008	* \$47.25

2. Selection of Teachers for Home Tutoring or AIS

In order to provide the most effective instruction for students who are homebound or who are to receive AIS, the principal shall consider persons for those assignments on the following basis:

- a. The regular classroom teacher(s) of the child.
- b. Teachers within the same grade level or department at the school which the child normally attends.
- c. Other teachers of the District
- d. Other teachers not part of the regular instructional staff

A list will be established of teachers in each school who are willing to accept home teaching assignments. In each instance, the best interests of the child shall be paramount in assigning a home teacher.

G. Regents Prep, Strategies and Skills, Summer Elementary Remedial/Academic Teaching and Summer Music Program

Teachers who are authorized by the Board and who engage in Regents Preparation, Strategies and Skills, Elementary Summer Remedial/Academic Teaching and Summer Music Program shall be compensated at the following hourly rate:

<u>School Year</u>	<u>Hourly Rate</u>
2008-2009	* \$39.75

(Article IX continued on next page)

H. Secondary Summer School - In the event that Summer School is offered by the District, the following conditions will apply:

1. The positions will be posted and HWFA members will be given 10 school days to apply for the assignment.
2. If no HWFA members apply within 10 school days of posting, the position may then be offered to non-HWFA members.
3. All teachers will be paid at the rate of \$55.25* per hr., with each hour including 10 minutes of preparation time. This rate applies to both regular and review session Summer School assignments.
4. Any required culminating activities, such as but not limited to exam proctoring/grading, shall also be paid at the aforementioned rate.
5. This Section does not imply that it is mandatory for the District to operate a Summer School in any given year; that option remains at the sole discretion of the District.

I. Extra Curricular & Co-Curricular Activities - The annual extra compensation of all teachers performing voluntary extra-curricular and co-curricular activities authorized by the Board shall be as set forth on Schedules "C" for 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13. In the event that a successor Schedule C rate schedule shall not be agreed upon by the expiration of this Agreement, the Schedule C rate schedule prevailing at the close of business on June 30, 2013 shall be effective on July 1, 2013, pending conclusion of negotiations.

The Association shall be advised as soon as possible of the establishment of any new extra-curricular and co-curricular positions not listed in Schedule "C". The establishment of a new Schedule C shall be through the mutual agreement between the District and the Association after completion of the "New Proposal for Schedule C" form.

See Schedule C for compensation for the activities not listed in Article IX

J. Orchestra, Chorus and Band - All teachers of orchestra, chorus and band shall perform one concert per year, the preparation and rendition of which shall have no additional compensation. Any additional concerts and rehearsals, therefore, which are authorized by the Board shall be compensated at the following rate:*

<u>Effective Date</u>	<u>Hourly Rate</u>
July 1, 2008	* \$38.25

K. Supervision: Club, Team, Class or Group - Any club, team, class or group, other than those listed elsewhere in this agreement, which a teacher volunteers to supervise and which the Board authorizes, and which meets before and/or after a regular school day, as defined herein, shall be considered an extra-curricular activity for which the supervising teacher shall receive additional compensation at the following rate:*

<u>Effective Date</u>	<u>Hourly Rate</u>
July 1, 2008	* \$38.25

L. Senior Night - Teachers supervising senior night shall be allowed to leave school by noon (12 p.m.) the next day upon completion of their obligations.

<u>Effective Date</u>	<u>Hourly Rate</u>
July 1, 2008	*\$51.50

(Article IX continued on next page)

M. Driver Education

1. Persons who teach the roadwork portion of Driver Education which is conducted before or after school during the months of September through June shall be compensated in accordance with the rates below. Persons who teach the classroom portion of Driver Education which is conducted before or after school during the months of September through June shall be compensated at the following rate: *

Effective Date	Roadwork	Classwork Per Session
July 1, 2008	* \$38.25/hr	* \$37.00

2. Persons who teach Driver Education in the summer will be compensated at the following rate: *

Effective Date	Hourly Rate
July 1, 2008	* \$38.25

- N. Curriculum Rate - Teachers who, during non-instructional time, engage in curriculum writing, planning, presentation, or training for an instructional assignment shall be compensated at the indicated rate* or shall have the option of receiving inservice credit).

Teachers who present workshops (e.g. at faculty meetings, grade level meetings, department meetings, professional development days, Superintendent's Conference days, or other similar meetings) shall be compensated for the preparation/presentation of the workshop at the Curriculum rate. The compensated time shall be equal in length to that of the presentation. If a teacher believes that the workshop requires a greater amount of compensated preparation time, he/she shall apply, in advance, for the additional compensated time as a Workshop Proposal through his/her building's Professional Development Committee

Effective Date	Hourly Rate
July 1, 2008	* \$50.00

O. Additional Training or Coursework - Requires District Preapproval

1. Required by District

If a teacher is offered and accepts an instructional assignment for which the teacher must undergo additional training and/or course work, the District shall pay the cost of such course work, and shall either 1) compensate the teacher for the time at the equivalent rate paid for curriculum work; or 2) grant inservice course credit at the teacher's election, provided such course work is successfully completed (15 hours of course work = 1 credit); or 3) permit the teacher to use any earned graduate credit from the issuing institution for which he or she has paid additional costs over and above those which must be paid for by the District as described above, for purposes of column movement in a manner consistent with the provisions of paragraph C of this Article.

2. Voluntary Training

- a. Non-District Initiative - In the event a teacher, who has attained the MA with BA+90 salary column, volunteers to attend an inservice course, the District, in its sole discretion, may pay the teacher at the curriculum rate of pay, with prior approval from the Assistant Superintendent of Curriculum and Instruction or designee.

(Article IX continued on next page)

b. District Initiative - If a teacher attends a course or seminar that is outside of the normal working day/year and it is related to a District Instructional Initiative, the District shall pay the cost of such coursework and the District shall either compensate the teacher for the time at the equivalent rate paid for curriculum work or grant in-service course credit at the teacher's election. In the event that a teacher is unavailable for such training outside the school day, the District shall provide such training during the regular school hours without additional compensation.

P. On-line Graduate Credit

1. Graduate credit will only be approved from a fully recognized or accredited institute of higher learning.

2. The approval request must include the following:

a. Method of Delivery:

Must include one of the following modes of Learner/Instructor Interaction: Interaction between Instructor and Students, Instructor and Class, Interaction among Students, Students in a Group, Group to Group, Instructor to Group, or Group to Instructor

b. Scope and Sequence:

- i. Course content must meet subject/pedagogical objective which would enhance the teacher's performance as an educator;
- ii. Course is comparable in thoroughness, depth, and breadth to traditionally delivered courses.

c. Assessment:

- i. Must present evidence of instructor assessment of teacher's learning;
 - ii. Must present evidence of teacher constructing knowledge and utilizing critical thinking in several assignments
3. No programmed self-paced courses in which the participant enters the instructional environment and moves through the material with no instructor interaction will be approved for graduate credit. In this type of course, participants take computer or self graded assessments as they move through the material.
4. No totally on-line Masters or Doctorate degrees will be approved.

(Article IX continued on next page)

- Q. Trips - Teachers who volunteer to supervise groups of students on trips away from school on non-school time, which trips are not part of the duties of an activity set forth in Schedule "C" hercof, and who are authorized by the Board to do so, shall receive additional compensation as follows:

1. SCHOOL DAY

a. Non-overnight \$20.50* per hour to a maximum of \$103.00* for planned time beginning one hour after the school day.

-or-

b. Overnight \$103.00* per night.

2. NON-SCHOOL DAY

a. Non-overnight \$20.50* per hour to a maximum of \$103.00* for the day.

-or-

b. Overnight For the period 8 a.m. - 6 p.m., \$20.50* per hour
For the period 6 p.m. - 8 a.m. \$31.00* per hour
The maximum payment for the above is \$103.00

- R. Coverages - Each secondary school teacher may be assigned to serve in the place of absent colleagues on the following basis:

1. Five (5) periods per year without extra compensation (combination of CSE meetings and class coverages)
2. Ten (10) additional periods of coverages per year with extra compensation for each such period as follows:*

School Year
July 1, 2008

Rate Per Period
* \$41.50

3. Prior to assigning any teacher, qualified teachers who have volunteered for such assignment will be considered.

Any assignment pursuant to this article shall be for a period other than the teacher's regular classroom periods or lunch period. In the event that such assignment is made for the teacher's preparation period, he/she may substitute a preparation period for her/his building duty assignment that day. Teachers who volunteer may be assigned to more than 15 periods for the indicated compensation. At the High School only, the first three (3) CSE meetings held during a high school teacher's duty period shall not count toward the five (5) periods per year without compensation as referenced in Section (1) above.

(Article IX continued on next page)

S. Professional Services Requiring Teacher Certification

1. During School

Professional services (e.g. testing, speech, reading, CSE attendance) requiring teacher certification provided during the school day (i.e. prep, or duty, or during a duty-free lunch only with prior association approval): will be paid at the rate of 1/5th of 1/200th per period for secondary (payment only after 5 in-house coverages qualifying/CSE Meetings (See R3). Elementary teachers will be paid at the established hourly rate, based on a 6-hour day. The Chair of the CSE shall announce five (5) minutes prior to the end of any teacher attendee's work day or beginning of the lunch period, that the meeting must conclude within five (5) minutes or be continued on another date, except in cases of emergency where the Chairperson of the CSE determines that the CSE must conclude on that date. In the event of such emergency, the Chairperson of the CSE shall notify the President of HWFA as soon as possible after the conclusion of the CSE.

2. Before or After School

Professional services requiring teacher certification provided before or after school, on site and preapproved by HWFA (e.g. testing, speech, reading, CSE attendance), will be paid at the of \$125/hour.

3. Additional Class

A secondary teacher who volunteers to teach an additional (6th) class for a short period of time, pre-approved by HWFA will be paid at the rate of 1/5th of 1/200th per period.

T. Committee Compensation

1. Teachers who serve on the curriculum, study, research, or other similar committees (excluding interview committees) created by the District, for which a specific rate of compensation is not already stipulated in this Agreement, shall be compensated for time served on such committees that occurs outside of normal school hours at the rate of fifty dollars (\$50.00)* per hour, with the exception noted in Section (3), below.
2. The compensation provided in Section (1), above, shall include, but not be limited to, time spent at committee meetings, visitations resulting from the work of the committee, and individual review and preparation of committee-related materials.
3. Teachers who serve on these committees as appointees of the Association shall receive no compensation.

U. State Mandated Testing Rate Other Than Regents

1. Teachers who participate in testing mandated by New York State, other than Regents Examinations, on the secondary level during their preparation, duty or lunch periods shall be compensated at the rate of fifty-five (\$55.25*) dollars per period. Such compensation shall be paid only after the teacher has been credited with any combination of five (5) class coverages, meetings of the Committee on Special Education, or other periods spent participating in testing, other than Regents Examinations, mandated by New York State.

(Article IX continued on next page)

2. If a teacher participates in the aforementioned testing mandated by New York State during his/her preparation period, the teacher shall be released from his/her next scheduled duty period in addition to receiving the compensation referred to in Section 1, above.
 3. Participation of teachers in the aforementioned testing mandated by New York State during the teachers' normally scheduled lunch periods shall only be with the prior written approval of the Association. A teacher who participates in the aforementioned testing mandated by New York State during his/her normally scheduled lunch period on a given day shall be provided with an alternate lunch period on that day in addition to receiving the compensation referred to in Section 1, above.
- V. Inservice Courses - Teachers who choose to prepare and teach inservice courses and who are assigned to do so, shall be compensated at the total rate of \$56.75* per hour for each class hour actually taught.
- W. Translation, oral or written, at any time of day will be paid at the rate of * \$76.50/hour.
- X. Non-instructional services not requiring teacher certification and not covered by any other category shall be compensated at the rate of * \$38.25/hour.
- Y. Mentor Compensation - Non-school time activities including lunch and preparation time for mentor teacher shall be compensated at the rate of * \$40.00/hr. Option for inservice credit is available.
- Z. Mileage Allowance - Any teacher who is assigned as part of his/her regular teaching duties to serve at more than one school and who therefore travels to two or more buildings daily, shall be reimbursed at the maximum amount approved by the Internal Revenue Service for actual travel between buildings in accordance with the following mileage chart:

	HIGH SCHOOL	MIDDLE SCHOOL	FRANKLIN	HEWLETT	OGDEN	WOODMERE EDUCATIONAL CENTER
High School	0	.8	.6	.6	1.9	.8
Middle School	.8	0	.4	1.0	1.3	.9
Franklin	.6	.4	0	1.0	1.6	.6
Hewlett	.6	1.0	1.0	0	1.8	1.1
Ogden	1.9	1.3	1.6	1.8	0	2.1

Actual distances for travel to and from other approved destinations shall be determined by the Business Office and compensated at the maximum amount approved by the Internal Revenue Service.

ARTICLE X PROCEDURES FOR EXTRA PAY DUTIES

- A. Extra services for which compensation is provided in Article IX paragraphs F, G, H, I, J, K, L, M, N, O, Q, S, T, U, V, W, X and Y will be voluntary. Assignment of a teacher to extra pay duties may be made only by the Board upon the recommendation of the Superintendent of Schools.

(Article X continued on next page)

- B. The District shall annually post a request for applications from teachers for all known extra-curricular, co-curricular and recreational positions. In the event a vacancy occurs (following the annual posting) in an ongoing position, or if a new position is created, the District shall post such vacancies except when:
1. A vacancy occurs after the commencement of the activity; or
 2. A vacancy occurs within 15 school days prior to the commencement of the activity; or
 3. The position is created at the request of a member of the teaching staff and the position is assigned to the teacher who made the request.

In the event that posting is not required, the District shall notify the Association as soon as the vacancy is known whenever possible.

Applications may be made at any time and shall be kept on file during the school year for which the application was made. In selecting an applicant for appointment to such a position, preference as between individuals of equal qualification shall be accorded the applicant who is a member of the teaching unit, however, the assessment of qualifications for the position shall be in the sole discretion of the District.

C. Order of Offering Extra-Pay Options.

Persons selected by the District for positions for which extra compensation is provided pursuant to either Article IX, paragraphs F, G, H I, J, K, L, M, N, Q, S, U, X and/or Schedule C, shall be selected from among all applicants in the following order:

- a. members of the Association who are employed in the building and/or subject area of assignment/event;
- b. members of the Association who are employed in a building other than that in which the position is located;
- c. District employees who are not members of the Association;
- d. other qualified individuals.

- D. The District shall post openings for curriculum work. The District shall also post or distribute to teachers requests for proposals for curriculum projects. Teachers may propose specific new projects or express interest in participating in ongoing projects.
- E. Teachers will receive individual written notice from the office of the Superintendent or the Superintendent's designee confirming their assignment to an extra pay duty before they are expected to commence that assignment and in order that they be eligible for the compensation associated with that duty.

ARTICLE XI FRINGE BENEFITS

- A. Health Insurance Program: Effective July 1, 2008, all eligible teachers included in the negotiating unit covered by this agreement may elect to be covered by one of the two group health insurance plans offered on an individual or family basis under the State program. The District shall pay the following percentage of the cost of all premiums under the New York State Health Insurance Program option currently known as the Empire Plan for Government Employees:

Effective July 1, 2008	84%
Effective July 1, 2009	83%
Effective July 1, 2010	82%
Effective July 1, 2011	81%
Effective July 1, 2012	80%

The District shall pay an equal amount toward the premiums of teachers selecting the HIP option, with the additional cost, if any, of such option paid by the teachers.:

- B. Health Insurance Waiver - Effective July 1, 2008, teachers shall have the option to waive from participation in the health insurance plan, and shall receive a payment (as additional, not base, salary) as follows:
1. \$3,000 payment for waiver of individual or a waiver of family coverage after less than 2 consecutive years of coverage.
 2. \$6,000 payment for a waiver of family coverage provided the teacher has had family coverage for a minimum of 2 consecutive years; or
 3. \$3,000 payment for a waiver of family coverage after 2 consecutive years and electing individual coverage.

New Hires shall have 30 days from their date of hire to waive health insurance benefits.

Teachers selecting this option must notify the District in writing by no later than June 1st for the school year beginning July 1st. Payments shall be made semi-annually (fifty percent in December and fifty percent in June) for the school year for which this option is exercised. Teachers who opt out of the health insurance coverage under this section shall not be permitted to re-enter the health insurance program for the balance of the school year, except in their final year of service or in cases of emergency, such as death of spouse, divorce, or other loss of health coverage; in such cases, re-entry into the program shall be in accordance with the rules of the health program. Persons reentering under the above circumstances prior to January 1st are not eligible for any portion of the waiver. Persons reentering under the above circumstances on or after January 1st shall only be eligible for the first half of the waiver payment.

In addition, unit members who are in their retirement year and retire as of June 30th of that school year, may elect to waive their health insurance coverage for the period of July 1st through December 31st of that school year, upon consultation with the benefits' coordinator and written notice to the District by June 1st of the prior school year. For insurance coverage effective January 1st of the school year in which he/she will retire, the employee must re-enroll during that school year's open enrollment period. Persons electing the options referenced in this paragraph shall be eligible for a prorated waiver.

Teachers with a change in family status shall have 30 days from the change in family status to waive their health insurance benefits. These unit members shall be eligible for a prorated waiver for the remainder of the school year.

Unit members who separate from the District shall be eligible for a prorated waiver.

- C. Dental Insurance - The District shall continue the existing Dental Plan or its equivalent as may be agreed upon by the parties. Effective July 1, 2008 and in each year of this agreement, the District's per capita contributions shall not exceed 10% above the District's actual per capita cost for such insurance for the preceding year..

(Article XI continued on next page)

- D. Vision Care - The District shall continue the existing vision plan or its equivalent as may be agreed upon by the parties. Effective July 1, 2008 and in each year of this agreement, the District's per capita contributions shall not exceed 10% above the District's actual per capita cost for such insurance for the preceding year.
- E. Health, Dental and Vision Insurance for Domestic Partners - The District shall provide a teacher's domestic partner with health, dental and vision insurance coverage as domestic partner is defined by the respective insurers at the same rate of contribution as referenced in A, B, C, and D of Article XI above.
- F. Life Insurance - Group term life insurance in the amount of \$25,000 shall be provided to members of the Unit who enroll in the program.
- G. Retiree Health Insurance - Teachers who are hired on or after July 1, 2008 must work eight (8) years in the District to be vested for health insurance in retirement.
- H. Excess or Extended Major Medical Insurance - At the Association's request, the District will, for those members who so authorize, deduct from the salaries and forward to the designated carrier, premiums for excess or extended major medical coverage, provided, however, that there shall be no cost to the District for the programs.
- I. Flexible Benefits Plan - Pursuant to the terms of the letter agreement between the parties dated Nov. 16th, 1994, Teachers shall be permitted to participate in the District's flexible benefits plan established pursuant to Section 125 of the Internal Revenue Code.

ARTICLE XII SPECIAL LONGEVITY SALARY INCREMENT

Teachers who have attained Step 20 on the Salary Schedule shall be eligible for a Special Longevity Salary Increment to be paid in full during the year the teacher attains Step 20, (or in a subsequent year at the teacher's option), provided the following conditions are met:

- 1. The teacher has served for not less than ten (10) years of full time service in the District.
- 2. The teacher applies for the increment by February 1st of the school year prior to that in which the increment is effective.

The Special Longevity Salary Increment shall be in addition to the teacher's schedule salary, shall be part of the annual salary for not more than one school year, and shall be equally distributed over the period of time served in that year. The total amount of the increment for each person shall be \$4,000 as of July 1, 2008. The term "one school year" as used herein means "one time prior to the conclusion of this negotiated agreement". Applications made during the final year of the agreement shall result in a Special Longevity Salary Increment for the following year which increment shall be no less than that in effect in the year in which the application was made.

ARTICLE XIII RETIREMENT INCENTIVE

- A. The parties entered an Agreement on July 1, 2003, providing for employer non-elective contributions into employee established 403(b) tax sheltered annuity plans, by which the District shall pay eligible unit members their retirement incentive payment as compensation in accordance with the provisions of the existing collective bargaining agreement. The District shall not change the firm providing the tax sheltered account without prior consultation with the Association.

(Article XIII continued on next page)

- B. Effective July 1, 2008 through June 30, 2009 only, each teacher who (1) has served in the District for at least twenty (20) years and (2) who was first eligible for service retirement pursuant to the requirements of the New York State Teachers' Retirement System ("NYSTRS") prior to the 2008-09 school year and (3) who retires at the conclusion of the 2008-09 school year shall receive a retirement incentive in the amount of \$20,000. The teacher must submit a letter of resignation for purposes of retirement under the NYSTRS not later than January 15, 2009. The Retirement Incentive shall be paid into a 403(b) tax sheltered annuity plan designated by the teacher not later than the last pay date in December of the calendar year he or she retires.
- C. During each year of this agreement, commencing July 1, 2008 and terminating June 30, 2013, each teacher: (1) who has served at least 20 years in the district and (2) who is first eligible for a service retirement with penalty pursuant to the requirements of the NYSTRS or is first eligible for a service retirement without penalty pursuant to the requirements of the NYSTRS shall receive a retirement incentive in the amount of \$27,000, provided that the teacher must submit a letter of resignation not later than January 15 of the teacher's final year of service. The Retirement Incentive shall be paid into a 403(b) tax sheltered annuity plan designated by the teacher not later than the last pay date in December of the calendar year he or she retires.
- D. This article shall expire ("Sunsel") upon the termination of this agreement at the close of June 30, 2013.

ARTICLE XIV ASSIGNMENT NOTIFICATION

Each teacher shall be given a written statement of his or her instructional assignment for the following year by her/his last work day. Each elementary teacher will be given a class list for the following year by his or her last work day. Teachers will be notified of any modifications or revisions that may occur to the above as soon as possible prior to the opening of school in order to assist the teacher in preparing for her/his class.

ARTICLE XV ROTATION OF NON-INSTRUCTIONAL DUTIES

- A. Non-instructional duties will be rotated fairly at least annually among all members of the negotiating unit in each school. Homeroom assignments will be so rotated unless such rotation will cause hardship to the individual teacher or interfere with the operation of the school or District.
- B. Teachers who are assigned on a regular basis to travel between school buildings within a single day shall be excused from non instructional assignments e.g., homeroom assignment, hall duty, detention room duty, study hall duty, and bus duty.

ARTICLE XVI PREPARATION TIME FOR TEACHERS

Teacher scheduling and other means will be employed to provide daily preparation periods for elementary teachers whenever possible. In no event, however, will any teacher have less than five (5) preparation periods per week.

Effective July 1, 2008, elementary teachers shall be guaranteed no fewer than ninety (90) minutes combined daily lunch and unencumbered preparation time, with the unencumbered preparation period no fewer than thirty (30) continuous minutes. For the 2008-09 school year scheduling of kindergarten and second grade teachers shall be consistent with the provisions of the non-precedent setting letter dated March 14, 2008.

ARTICLE XVII TEACHER AIDES

The current teacher aide program will be continued, however, cafeteria duty, playground duty, and other non-instructional duties normally performed by teachers in the various schools may be assigned during periods other than the teacher's lunch and preparation period. It is further understood that, pursuant to applicable regulations of the Commissioner of Education, teachers will, on an equitable basis when called upon, lend special or temporary assistance required, especially during inclement days or times of emergency.

Teachers who serve in cafeteria or playground duty shall be selected first from among those who volunteer for such duty. In each year of this agreement, teachers who serve in cafeteria or playground duty:

1. Shall receive such assignment for no more than one-half year, unless the teacher(s) request(s) a full year assignment, and
2. Shall be freed of assignment to hall duty and/or study hall and/or bus duty on a two-for-one basis, or shall be assigned such duty in place of a normally assigned class.

ARTICLE XVIII RELEASE TIME FOR ASSOCIATION PRESIDENT AND DESIGNEES

- A. The Association President, if on the elementary school level, shall be released from his or her regularly assigned duties for a period of approximately eighty (80) minutes preceding the termination of the regular school day. In the event the Association President is from the secondary school level, the president shall be released from his or her regularly assigned duties for a period of approximately eighty (80) minutes, exclusive of preparation time, preceding the termination of the regular school day. The Association President will be excluded from the pool of persons identified in Article XV for rotation of non-instructional duties and those duties will not be assigned to the Association President. No instructional duties will be added in place of those non-instructional duties.
- B. The President of the Association shall be granted one additional period of released time daily beyond other contractual entitlements, provided further that the Association notifies the District in advance of the preparation of teacher and pupil schedules for the coming school year. The Association may opt to have an additional period of released time daily for the President, provided that the Association compensates the District at the rate of \$6,500 per year. The provisions of this article shall apply only if the President is a teacher in grades 6 through 12.
- C. The Association President shall designate up to eight (8) additional persons to be excused from non-instructional duties as referenced in Article XV. This designation shall be submitted to each building's principal no later than the last day of school preceding the year of the requested duty release.

ARTICLE XIX PROFESSIONAL SERVICES

The parties continue to recognize that as in the past teachers' responsibilities extend beyond the time spent with students in regular classes and that teachers are free, as individuals, to render professional services beyond those enumerated in this negotiated agreement. These activities shall not be precedent setting, nor shall they replace activities for which compensation is provided pursuant to the negotiated agreement. It is also recognized that teachers prepare lesson plans, mark papers and engage in other similar professional activities at home.

(Article XIX continued on next page)

Every high school student shall be provided with the following opportunities to receive extra help. The high school student shall first be responsible for seeking extra help from his/her own teacher during the teacher's scheduled extra help period. If there is a scheduling conflict that prohibits the high school student from receiving extra help from his/her own teacher, the student shall report to the department chairman. The department chairman will confirm the scheduling conflict and will assign the student to a teacher who is currently teaching the same subject and whose scheduled extra help period coincides with the student's availability. Such assignments shall be made on an equitable basis. Under no circumstances shall a teacher be required to provide extra help to another teacher's student for more than two (2) occurrences per cycle per student. If there is still a scheduling conflict, the student will receive extra help from another teacher in the department during their extra help period.

At the High School level, teachers shall be free at their sole discretion and initiative, to switch their unencumbered preparation period and extra-help on a daily basis so as to optimize their availability to give extra-help to their own students.

ARTICLE XX JOB SECURITY

- A. All full-time teachers in the Unit prior to May 1973 and who have been in continuous service in the district (hereinafter referred to in this article as "teacher") except general substitutes shall not be deprived of their employment during the term of this agreement except as provided by law, and subject to the provisions of this Article.
- B. The parties acknowledge, however, that the Board of Education's right to abolish positions or discontinue programs as established by law shall not be impaired by this agreement. Therefore, the following principles are established.
 - 1. In the event a teacher's employment in the District is terminated by the teacher, the District shall not be required to replace the teacher.
 - 2. In the event a teacher's position or the program he or she is engaged in is abolished or discontinued the following procedures will be utilized in sequence:
 - a) The teacher will be placed in a position in his or her tenure area if such position is available and if he or she is certified by the New York State Department of Education.
 - b) If no position in the teacher's tenure area is available, he or she shall be placed in another available position in the Unit for which he or she possesses certification.
 - c) If no position is available for which the teacher possesses certification, the teacher may be placed in an available position in the Unit for which he or she has partially completed the requirements for certification, if the Commissioner of Education grants approval.
 - d) The teacher may be provided with a sabbatical leave for the purpose of retraining for appropriate certification.
 - e) The teacher may be provided with some other opportunity for continued professional employment in the District.
- C. Any teacher employed as a full-time teacher under the above conditions shall continue to receive no less salary on column and step of the schedule and no less benefits of this contract, as if there were no interruption in service.

ARTICLE XXI TRANSFERS AND VACANCIES

- A. Teachers are encouraged to submit their requests for transfer in writing at any time to the Superintendent's Office, with a copy to their present principal.
- B. If overstaffing exists in a school, the teacher(s) selected for transfer shall, as required by law, have preference in filling a vacancy in a comparable position in another school.
- C. The Superintendent shall notify the teacher involved of the reasons for any transfer.
- D. In the event a teaching position is abolished, the provisions of Article XX of this agreement (Job Security) shall be observed.
- E. The District shall post all known vacancies of non-temporary, full time teaching, administrative and supervisory positions in all buildings. In the selection of an applicant for appointment to such a position, favorable consideration shall be accorded to an applicant who is a member of the teaching unit, provided that the Superintendent's recommendation for appointment and the Board of Education's action thereon shall be solely within their respective discretion and not subject to review by grievance.

ARTICLE XXII TRANSFERS OCCASIONED BY A SCHOOL CLOSING OR REORGANIZATION

Should a school be closed, or an entire grade or grades be eliminated from a school, teachers may be transferred. It is anticipated that such transfers will be made in keeping with the best interests of the District and in full cognizance of the preferences of the teacher involved.

- A. In accordance with applicable provisions of law, any teacher transferred within his/her tenure area, shall continue to accrue seniority in his/her tenure area.
- B. All teachers shall receive a transfer preference form to express their preferences.
- C. In order to resolve any problems which may arise, upon request of the Association or the District, a special transfer advisory committee will be convened during the school year preceding the required transfer(s) to advise the Superintendent. The Committee will be composed of four persons selected by the Association President and four persons selected by the Superintendent of Schools.

The Committee shall consider the following criteria:

- 1. Seniority
- 2. Certification
- 3. Experience in level to be taught
- 4. Hardships (personal)
- 5. Wishes of teachers that are being transferred
- 6. Any other relevant factors which the Committee deems appropriate

ARTICLE XXIII COMMUNITY SCHOOL

(SHOULD THE COMMUNITY SCHOOL BE RE-ESTABLISHED)

The District and the Association recognize the Community School as an alternative educational experience intended to serve the education and welfare of the children of the District. The parties recognize that the practices or working conditions which exist or may develop at the Community School may vary from those which apply in the other schools of the District. In order to support and encourage the operation of the Community School and to protect terms and conditions of employment for all teachers, the parties agree that whatever practices or working conditions exist or may develop at the Community School shall be permitted with appropriate administrative approval, but shall be neither precedent setting nor binding in the other schools of the District.

The District manages all aspects of the Community School. This includes the same responsibility for professional personnel, pupils, and programs as it does in all other schools in the District.

Guidelines established pertaining to the Community School staff:

- A. A seven (7) hour day will be used planning the schedule
- B. The hours do not have to be consecutive but shall be acceptable to the teachers involved.
- C. Community School teachers who are assigned to co-curricular and/or extra-curricular activities will receive extra compensation in accordance with the provisions of the negotiated agreement.
- D. Other teachers who are authorized by the District to conduct a regular class at the Community School, and which meets before and/or after their regular school day, shall be compensated in accordance with the provisions of Article IX, Section A.

ARTICLE XXIV LEADERSHIP COMMITTEE

Each building shall have a standing Leadership Committee consisting of:

- 1. A majority of teachers selected by HWFA
- 2. A school administrator designated by the building principal

The Committee shall meet at least once annually, no later than February 1st of each school year. Any two members of the Committee can request additional meetings.

The purpose of the Committee is to identify the need for new positions and make recommendations for such positions to the Superintendent of Schools or his/her designee. The Committee will also review any existing positions and make, if needed, any recommendations for changes in the job description and/or the elimination of such a position. Decisions made by this Committee shall follow the Site Based Team/Compact for Learning model of consensus. The principal's designee must be present for all final decision votes.

(Article XXIV continued on next page)

Procedures for the formation of a new position are as follows:

1. Teachers and/or administrators submit a recommendation for a new position in writing to the building principal, with a copy to the union representative who sits on the building's Committee.
2. The recommendation shall include the reasons for the need to create this position.
3. A complete job description must be attached to the recommendation.
4. Signatures of three people petitioning for the formation of this position shall be included.
5. If approved at the building level, the recommendation shall be forwarded to the HWFA president to confirm that the prescribed task is commensurate with the designated leadership stipend.
6. If approved by the Leadership Committee, the position shall be posted in the appropriate building(s) or in all buildings, if a district-wide position, by the Superintendent of Schools or his/her designee. Those recommendations that are not approved at the building level may still be forwarded to the Superintendent's designee and the HWFA president for further consideration.
7. Candidates for the position shall apply in writing to the appropriate administrator.

All requests for the formation of a new position shall be submitted prior to the meeting of the Committee in writing to the Superintendent of Schools or his/her designee.

Determination and notification of noncontinuance for the following year shall be in writing and be given to the lead teacher no later than June 1st of that school year. If the final budget vote fails, notification of noncontinuance shall be no later than the last day of the school year. The appointment to such positions will be on an annual basis. Building positions will be evaluated by the principal of the school in which the leadership position is being performed. District-wide positions will be evaluated in writing by the Superintendent or his/her designee.

The leadership positions shall be compensated at the following rates:

<u>Effective Date</u>	<u>Stipend</u>
July 1, 2008	\$2,474*

In the event that a District-wide Leadership Committee is reestablished, it shall follow the terms and conditions as outlined in the Negotiated Agreement between HWFA and the District dated July 1, 2001 - June 30, 2004.

ARTICLE XXV PROFESSIONAL ADVISORY COMMITTEES

The composition of the faculty representatives to the Building Professional Advisory Committees and the Central Professional Advisory Committee shall be as follows:

1. Faculty representatives on each school Building Professional Advisory Committee shall be selected from the building's faculty by the Association by a procedure to be determined by the Association.
2. Faculty representatives on the Central Professional Advisory Committee shall be selected by the Association by a procedure to be determined by the Association.

Each Building Professional Advisory Committee shall meet at least once each month with the Building Principal. The Central Professional Advisory Committee shall meet with the Superintendent at least once every two months from September through June.

ARTICLE XXVI REFERENCE AND CURRICULUM MATERIAL

The importance of continuous use of adequate professional reference and curriculum material in maintaining a high level of professional performance is mutually recognized. In furtherance of that recognition, the District shall provide an appropriate reference library in each school in the District.

ARTICLE XXVII SCHOOL CALENDAR

The School Calendar for the school year 2008-2009 is attached hereto as Schedule A. The school calendar for the school years 2009-2010, 2010-2011, 2011-2012 and 2012-2013 will each contain no less than 184 days, terminate on or before the last Friday in Regents' Week, except for teachers who have not successfully concluded all their responsibilities, and be substantially similar to Schedule A.

ARTICLE XXVIII SCHOOL DAY

- A. Length of Day The current length of the school day shall not be increased unless necessary to accommodate changes such as modular scheduling, but in no event shall it exceed (7) hours.

The Association and Administration agree that teachers will continue to recognize their professional responsibilities which may extend beyond the regular school day. These include reasonable involvement in the following:

1. Providing additional temporary assistance to pupils.
2. Meeting parents in conference as necessary.
3. Participating, following mutual consultation and agreement, in inservice programs, experimental projects, and other such activities.

B. Meetings

- i. After School Meetings - Faculty meetings, departmental meetings, grade level meetings, and other such meetings shall be held on Tuesday, except in emergency, and these meetings will be held to an hour's duration, except that on six (6) Tuesdays per year (not to exceed one (1) per month from October through May) such meetings shall be held to two (2) hours' duration. Whenever possible, teachers will be provided with at least thirty (30) days notice in advance of an extended meeting of the nature referred to in this Article. The third (3rd) Tuesday of each month shall be reserved for after school meetings of the Association. In the event the third (3) Tuesday shall be a holiday, the next succeeding Tuesday which is a school day shall be so reserved for the Association. The Superintendent shall prepare a uniform schedule of Tuesday meetings. Teachers with at least half-time employment must attend all faculty meetings. Part-time teachers with less than half-time assignments shall attend a pro-rated number of faculty meetings, to be scheduled with the principal's approval. A separate schedule will be provided to District teachers assigned to private school.

(Article XXVIII continued on next page)

2. "Evening" Meetings

- a. One evening may be designated for a school event (e.g. parent-teacher conferences), in which all teachers shall participate for a period of time not to exceed three (3) hours. Teachers who volunteer, with the approval of their principal, to attend more than one of such meetings shall be compensated at the supervision rate.
- b. In addition to the above mentioned meeting, the principal may require teachers to attend an additional evening meeting for a period of time not to exceed three (3) hours. Teachers who volunteer, with the approval of their principal to attend more than one of such additional meetings shall be compensated at the supervision rate. In the elementary schools only, the principal may designate the additional meeting for a specific purpose, which may require a group but not all of the teachers. The group of teachers required to attend that meeting will not be required to attend any other additional meeting. The dates will be included in the District Schedule of after school meeting dates, distributed no later than the first day of school.

3. Superintendent Conference Day/Professional Development Days

- a. All District teachers shall have uniform work hours of 8:00 a.m. to 2:50 p.m. on the Superintendent's Conference Day that immediately precedes the first day on which students report to school, and the two Professional Development days, which will be scheduled on the school calendar.
- b. Teachers for whom these hours pose a hardship (e.g. for reasons related to child care, ect.) shall be dealt with on an individual basis.
- c. A reminder of this agreement will be given to all teachers by the Association prior to the end of the preceding school year, so that teachers may make necessary arrangements.
- d. Notwithstanding Section a, above, on Tuesday, September 2, 2008 and any subsequent first day of school that falls on a Tuesday, teachers shall have a uniform workday from 8:00 a.m. through 3:50 p.m. The period 2:50 p.m. through 3:50 p.m. shall be used by teachers for self-directed professional work necessary for the opening of school. No department, faculty, grade level, or other similar group meetings shall be held from 2:50 through 3:50 p.m.
- e. On the Superintendent's Conference Day that has been held, but may not necessarily always be held, on Election Day, teachers shall have uniform work hours of 8:00 a.m. through 2:50 p.m. No department, faculty, grade level, or other similar group meeting shall be held after 2:50 p.m.
- f. Beginning with the 2008-09 school year, the Professional Development Day that has traditionally been scheduled in March shall not be held on a Tuesday.

C. Exam Days Work Schedule

1. All High School teachers will have uniform work hours of 8:10 a.m. – 2:56 p.m. on any day in January and June on which only examinations are scheduled with the exception outlined under Section 2, below.
2. High School teachers scheduled to proctor afternoon ("PM") examinations shall arrive at school no later than six (6) hours and forty-six (46) minutes prior to the anticipated end of the examination they are scheduled to proctor.

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3. All Middle School teachers will have uniform work hours of 8:25 a.m. – 3:25 p.m. on any day in January or June on which only examinations are scheduled, with the exceptions outlined under Section 4, below.
4. Middle School teachers scheduled to proctor afternoon ("PM") examinations shall arrive at school no later than seven (7) hours prior to the anticipated end of the examination they are scheduled to proctor.
5. Teachers for whom these hours pose a hardship (e.g. for reasons related to child care, etc.) during examination periods will be dealt with on an individual basis.
6. A reminder of this provision will be given to all teachers by the Association within the first month of school so that teachers may make necessary arrangements.

ARTICLE XXIX ELEMENTARY REPORTING CONFERENCES

Where conferences are currently utilized for reporting pupil progress to parents, such conferences shall be conducted immediately after the end of each reporting period, except the last, in the following manner:

1. One school day afternoon shall be designated a time for reporting during which such conferences will be scheduled. The pupil's teacher shall be freed from other duties during this time. All other staff members shall be available for service.
2. One Tuesday afternoon immediately after the school day shall be designated a time for reporting during which such conferences will be scheduled. All other staff members shall be available during this time. This Tuesday shall not be a day reserved for an Association meeting.
3. One evening shall be designated a time for reporting during which teachers shall be available for such conferences that may be scheduled. Evening conferences shall be reserved for those parents and pupils whose best interests may be thus served. After prior consultation with the teacher, the principal shall be responsible for identifying the desirability or need for an evening conference and for its scheduling.

In the event reporting conferences are not completed during the above times, it shall be the teacher's responsibility to make arrangements so that these additional conferences are satisfactorily completed. If after an adequate effort the parent does not present herself/himself, the principal may request that the teacher send a written statement about the pupil's progress to the parent.

ARTICLE XXX DEDUCTIONS: UNION DUES, AGENCY FEE, CREDIT UNION, VOTE/COPE, AND NYSUT BENEFIT TRUST

A. Union Dues Deduction

1. The District will deduct from the salaries of its faculty dues for the Hewlett-Woodmere Faculty Association, as teachers individually and voluntarily authorize the District to deduct, and will transmit the monies promptly to the Hewlett-Woodmere Faculty Association to accomplish this purpose.
2. The Hewlett-Woodmere Faculty Association shall certify to the District in writing the current rate of its membership dues, at the time that the membership dues deduction list is provided to the Superintendent's office.

Article XXX continued on next page)

3. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for the Association certified as mentioned above, shall be deducted in ten (10) to fourteen (14) exactly equal installments beginning with the first pay period after the 30th day after notification and ending no later than the second paycheck in May. The Association will indicate the number (from 10 to 14) of exactly equal installments. The District shall supply to the Association a current list of the faculty each year in September. No later than the second scheduled paycheck in October, the Association shall provide the Superintendent's office with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the Association as authorized in Section A above.
4. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Hewlett-Woodmere Faculty Association. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

B. Agency Fee Deduction

1. Every member of the bargaining unit who is not a member of the Hewlett-Woodmere Faculty Association shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the Association an agency fee. Such fee shall be equal to 100% of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however that the form of such payment shall be entitled the "Agency Fee Check-Off."
2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid Contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.
3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys of its choosing and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

C. Credit Union Deduction

1. The District will deduct from an employee's salary a sum of money designated by the employee and forward the same forthwith to the Nassau Educator's Federal Credit Union.
2. The employee will be required to notify the District by September 1st of the year prior to the year in which a change in the amount to be deducted takes place (any new employee hired after July 1st of a given school year will be permitted to participate in this program by identifying the amount to be deducted 30 days prior to the date which his/her participation will commence).
3. The amount to be deducted from each pay check shall be in whole dollar amounts. Employees can stop the deduction at any time during the school year, but will not be permitted to change the amount of the deduction during the school year.
4. The District will provide one check to the Credit Union for the total amount deducted from all employees' salaries along with a list of the names and dollar amounts for each employee.

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D. Vote/Cope Deduction

Upon proper authorization the District shall withhold monies for Vote/Cope and forward to HWFA a single check payable to Vote/Cope.

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the VOTE/COPE are not conditions of membership in any labor organization or of employment with the School District and that the VOTE/COPE will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections. HWFA agrees that no money withheld pursuant to this provision shall be used to influence Hewlett-Woodmere School Board elections or any votes conducted by the District.

- E. NYSUT Benefit Trust Payroll Deduction - Upon a teacher's written authorization to the District, the District will deduct from the teacher's salary a sum of money in an amount determined and specified in writing by a billing notice to the District from the NYSUT Benefit Trust and forward said sum to the NYSUT Benefit Trust.

ARTICLE XXXI PERSONAL ABSENCES

- A. All bargaining unit members shall be entitled to personal absences as set forth in Schedule E.
- B. Teachers hired on or after March 1, 1990 shall be credited with sick leave at the commencement of employment at the rate of ten (10) days per year, pro rated which shall be cumulative until the earlier of the following: (a) the teacher receives tenure or, (b) the teacher completes three (3) years of full time employment or three (3) years of full time equivalent employment. Thereafter, they shall be covered by the provisions of Policy and Regulations 4151.
- Teachers hired on or after March 1, 1990 shall have the right to borrow up to five (5) unearned sick days. The "Request to Borrow Unearned Sick Days" form is attached to this negotiated agreement (Schedule D). In extenuating circumstances, the Superintendent shall have discretion to grant additional sick leave days.
- C. FMLA leave entitlement shall be charged to sick leave. In the case of childbirth, FMLA leave will commence with the date of the child's birth.
- D. The Association shall appoint a committee composed of at least one teacher from each school to provide appropriate advice and assistance to teachers whose attendance is below average. Such advice and assistance shall be provided on a confidential basis between the committee member(s) and the teacher(s) involved.
- E. "Immediate Family" shall include the teacher's spouse, children, step-children, parents, grandparents, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and others identified by the teacher as members of his/her household.

ARTICLE XXXII LEAVE OF ABSENCES

A. Child Care Leave

1. A pregnant teacher shall not be required to withdraw from service or commence leave as long as she is physically able to effectively perform her duties. The determination of such ability shall be made by the District, which may require a physical examination by a physician designated by the District at the District's expense for such purpose. A teacher who adopts a child shall be considered for an unpaid leave of absence on the same basis as any other teacher for the care of the child who is below school age. Teachers shall be entitled to child care leave for the remainder of the school year in which their child is born/adopted and the next school year. An additional year may be granted at the District's discretion.
2. Application Procedure:
 - a. Teachers who intend to apply for an unpaid child care leave shall give a non-binding written notice of their intent on the district form two weeks prior to the anticipated date of the birth of the baby.
 - b. Teachers shall apply for a binding unpaid child care leave on the district form no later than three weeks after the birth of the baby.
 - c. In the event of unforeseen circumstances, which must be detailed in writing to the Assistant Superintendent for Human Resources and Student Services, and subject to said Assistant Superintendent's approval, a teacher may apply for a leave less than three weeks prior to the intended commencement of the unpaid leave or resind an application already requested or granted.

B. Sabbatical Leave

1. The compensation paid by the District to a teacher on sabbatical leave for study shall be diminished when, if added to any salary, stipend, grant, honorarium or similar funds received by the teacher during the leave, the total received by the teacher exceeds the salary that would have been paid to the teacher had he or she not taken such leave. In the event the total received by the teacher exceeds his or her salary, the teacher shall return the excess to the District.
2. A teacher granted sabbatical leave shall return to service for a period of one (1) full school year following the leave. In the event the teacher leaves the service of the district before the expiration of that time, except for reasons of ill health or circumstances beyond his or her control, she/he shall return that part of the salary paid while on leave which is equal to the proportion between the balance of the one (1) year to be served and the one (1) year. As a condition to the granting of a sabbatical leave hereunder, the teacher receiving such leave shall acknowledge the above terms in writing.
3. Up to four (4) or more sabbatical leaves may be granted each school year at the discretion of the District.
4. Sabbatical leaves shall be compensated at the following rates:
 - a. Formal and/or Independent Study - (either full or half year)
75% of regularly scheduled salary.
 - b. Rest, Travel, Improvement of Health - (either full or half year)
50% of regularly scheduled salary.

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5. A sabbatical leave for formal study requires the satisfactory completion of a minimum of twelve credits per semester, of approved graduate level courses at an institution of higher learning recognized by the New York State Department of Education or fully accredited by any of the following:

New England Association of Colleges and Secondary Schools

Middle States Association of Colleges and Secondary Schools, Commission on Institutions of Higher Education

North Central Association of Colleges and Secondary Schools, Commission on Colleges and Universities

Northwest Association of Secondary and Higher Schools, Commission on Higher Schools

Southern Association of Colleges and Schools

Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

6. Where due to the action or inaction of a teacher, or the Association, a sabbatical leave is granted and not accepted by June 1st preceding the fiscal year in which that leave is to begin, a substitute leave may be granted to another eligible teacher who shall be notified by the District of the availability of such grant not later than June 8th. That teacher must indicate acceptance of such grant by June 30th.
7. The basic purpose of a sabbatical leave is to promote professional growth and to benefit the School District. Therefore, in determining the priority for selection, primary consideration shall be given to those sabbatical leave plans which involve the greatest self improvement and benefit to the school system. Secondary consideration will be given to staff members who have established seniority through service to the District. Preferential attention will be accorded to sabbatical leaves which affect continued employment of teachers.

The Association will select by whatever method it deems appropriate those seven (7) teachers who are to serve on the sabbatical leave committee referred to in Regulations No. 4152.1 (h).

The Administration shall notify the Association at the same time as it notifies the members of the sabbatical leave committee of the convening of a meeting of the committee.

- C. Special Leaves - At the discretion and upon the recommendation of the Superintendent, a leave of absence of up to two (2) years may be granted by the Board to any teacher upon application for the purpose of participating as full-time participant in the following programs:

1. Exchange teaching programs in other states, territories or countries.
2. Foreign or military teaching programs.
3. Service in the Peace Corps, Teachers Corps or Job Corps

Upon return from such leave, a teacher shall be granted salary credit for teaching experience only. Every effort will be made to place the returning teacher in the same school and tenure area occupied immediately prior to the leave.

ARTICLE XXXIII RETURN TO SERVICE FOLLOWING A LEAVE

As a condition to the grant of a leave for any purpose (whether paid or unpaid) the teacher who is to receive such leave shall acknowledge in writing that he or she will notify the District in writing of his or her intention to return or not to return to service, and that such notification shall be made by:

1. March 1st for teachers who are expected to return to service in a fall semester, or
2. August 1st for teachers who commenced unpaid child care leave after March 1st
3. November 1st for teachers who are expected to return to service in a spring semester.

Such writing will also acknowledge that in the event the teacher shall fail to notify the District in writing prior to the above dates, his or her failure to act may be deemed a resignation from service as of March 1st or August 1st or November 1st as the case may be.

The District will contact each teacher currently on an unpaid leave involved by registered or certified mail, return receipt requested, at least thirty (30) days prior to the above dates, and request a written statement of the teacher's intentions.

The teacher will respond by registered or certified mail, return receipt requested, by the above dates.

ARTICLE XXXIV DISTRICT-WIDE RULES AND PRACTICES

All District-Wide rules and practices shall be uniformly applied throughout the system. Variations may only occur when unavoidable and due to unusual circumstances.

ARTICLE XXXV DISTRICT POLICIES AND REGULATIONS

Policies and Regulations affecting the terms and conditions of employment of teachers not replaced by this agreement shall remain in full force and effect during the life of this agreement. No new policy or change in existing policy affecting the terms and conditions of employment as set forth in this agreement shall be adopted during the life of this agreement unless with the full agreement of the Hewlett-Woodmere Faculty Association. If any policy or regulation is inconsistent with the terms of this agreement, this agreement shall control. All provisions of this Article shall apply to the Community School.

ARTICLE XXXVI MAINTENANCE OF BENEFITS

Any lawful benefits enjoyed heretofore by the faculty and not included in this agreement shall not be diminished or changed during the life of this agreement.

ARTICLE XXXVII GRIEVANCE AND ARBITRATION PROCEDURE

- A. The Association, upon written notice, may submit a grievance for resolution in accordance with the procedure set forth herein below. No grievance will be entertained and such grievance will be deemed waived unless it is submitted within forty-five (45) school days following the occurrence giving rise to the grievance or forty-five (45) school days after a teacher affected by such occurrence knew or should have known of the occurrence upon which the grievance is based. In the latter case, the burden shall be on the grievant to prove why the occurrence giving rise to the grievance was not known or could not have been known by a teacher affected within forty-five (45) school days of the occurrence giving rise to the grievance. For the purpose of this agreement, a grievance shall be defined as, and limited to, a specific complaint concerning the meaning, interpretation or application of a specific provision or provisions of this agreement. All grievances shall be in writing, shall include a concise statement of the nature of the complaint, and the position of the grieving party with respect thereto. Such grievances shall be resolved as follows:

Step 1. The grievance shall be presented to the Building Principal or appropriate administrator or supervisor of the teacher or teachers concerned therewith. Such Principal, administrator or supervisor, as the case may be, shall then meet and confer with the designated Association representative and such teacher or teachers (and/or such teacher or teachers' representative) within ten (10) school days. In the event the grievance is not resolved within ten (10) school days following the meeting, it may be submitted in writing by the Association to the Superintendent of Schools within fourteen (14) school days after such meeting.

Step 2. The Superintendent of Schools or his/her designated representative shall meet and confer with the president of the Association or his or her designated representative within twelve (12) school days. In the event the grievance is not resolved within fourteen (14) school days following the meeting, it thereafter may be submitted in writing by the Association to arbitration in accordance with Step 3 within twenty-eight (28) school days after the meeting.

Step 3. An impartial arbitrator shall be selected in accordance with paragraph E hereof. The arbitrator so selected shall hear the matter as promptly as possible and issue his/her award within fourteen (14) days after the close of the hearing, or if oral hearings have been waived, after final submission of written proofs. Such award shall be final and binding upon the parties, except that either party may institute appropriate legal proceedings to set aside the decision and award of the arbitrator on the grounds of illegality or on any other ground or grounds permitted by law. The cost and expense of the arbitration shall be divided equally between the District and the Association.

- B. It is understood and agreed that the arbitrator shall not have the authority to add to, modify or change any of the express provisions of the agreement, or make any decision or award which would be contrary to law or which limits or interferes with the powers, duties and responsibilities of the Board of Education under applicable laws or rules and regulations having the effect of law, unless such powers, duties and responsibilities are limited under this agreement.
- C. Nothing herein contained shall be construed as limiting the right of any individual teacher to discuss informally any matter relating to terms and conditions of employment with any appropriate supervisor or administrator, provided no action is taken inconsistent with the terms of this agreement.

(Article XXXVII continued on next page)

- D. Where practical and appropriate the arbitrator shall apply the rules of evidence. Either party may retain a certified court stenographer to record the arbitration hearing. The cost of such stenographer shall be borne solely by the party requesting such service. If a party orders the transcript such party shall provide a copy thereof to the other party and shall be solely responsible for the cost of the copies of the transcript.
- E. Arbitrators will be selected on a rotating basis from the following persons: (1) Rosemary A. Townley, (2) David Stein and (3) Bonnie Weinstock

Upon the Association President's written confirmation of the non-availability of each arbitrator, an arbitrator shall be selected in accordance with the rules and procedures and from the panel maintained for school district arbitration of the American Arbitration Association.

- F. No reprisals of any kind will be taken by either party against any employee by reason of his/her participation in the administration of a grievance.

ARTICLE XXXVIII SAVING CLAUSE

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and a substitute provision shall be negotiated between the parties. The language of such substitute provision shall be agreed to by the parties only and shall not be arbitrable.

In the event any provision of this agreement shall be at any time contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE XXXIX ANTI-STRIKE PLEDGE

The Association affirms that it does not have the right to strike. The Association and its agents shall not engage in a strike or cause, instigate, encourage or condone a strike as defined by Section 201, Subdivision 9 of the Taylor Law.

ARTICLE XL AGREEMENT BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS

In accordance with the requirements of Section 204-a of the Taylor Law, it is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XLI ZIPPER CLAUSE

The parties incorporate by reference into this agreement all written grievance settlement agreements to date (e.g. Greenkill trip dated August 24, 1987), other than those which the parties agreed were not precedent setting. This Agreement, therefore, represents the entire understanding of the parties and there are no promises or representations made or intended other than those set forth herein that can add to, change or modify any provision of this Agreement. The parties hereto have had a full and completed opportunity to negotiate and present proposals and counter-proposals. It is, accordingly, agreed that during the term of this Agreement neither party shall be bound to negotiate any addition to, change or modification of this Agreement except as required by law.

ARTICLE XLII ACCEPTANCE AND DURATION

This agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2013. This agreement shall not be modified except in writing and signed by both parties.

By: Joan Skowronek
Joan Skowronek

President
Hewlett-Woodmere
Faculty Association

Steven Amara
Steven Amara
Chief Negotiator

Fredric Stark
Fredric Stark
1st Vice President

By: Dr. Les Ornotani
Dr. Les Ornotani

Superintendent
Hewlett-Woodmere
Union Free School District

Kathleen Anderson
Kathleen Anderson
Assistant Superintendent of
Human Resources and Student Services

Peter Weber
Peter Weber
Assistant Superintendent for Business

SCHEDULE A
HEWLETT-WOODMERE PUBLIC SCHOOLS
SCHOOL CALENDAR
2008—2009

Calendar Subject to Change in Case of Unforeseen Emergencies

Labor Day (schools closed)	Monday	Sept. 1
All Teachers Report to School	Tuesday	Sept. 2
Students Report for Classes	Wednesday	Sept. 3
Rosh Hashanah	Tuesday & Wednesday	Sept. 30, Oct. 1
Yom Kippur	Thursday	Oct. 2
October Weekend	Friday	Oct. 10
Columbus Day (schools closed)	Monday	Oct. 13
WMS Parent/Teacher Conference (WMS closed)	Friday	Oct. 24
Election Day/Staff Development Day	Tuesday	Nov. 4
Veterans' Day	Tuesday	Nov. 11
Elementary Parent/Teacher Conference (FECC, OE, HE closed)	Friday	Nov. 21
Thanksgiving Recess (schools closed)	Thursday & Friday	Nov. 27, 28
H.S. Parent/Teacher Conference (HS school closed)	Friday	Dec. 5
Holiday Recess (schools closed)	Wed. through Friday	Dec. 24-Jan. 2
Dr. King, Jr. Birthday (schools closed)	Monday	Jan. 19
Regents Exams (schools in session)	Tuesday through Friday	Jan. 27-30
Winter Recess (schools closed)	Monday through Friday	Feb. 16-20
WMS Parent/Teacher Conference (WMS closed)	Friday	March 13
Elementary Parent/Teacher Conference (FECC, OE, HE closed)	Thursday	March 19
Spring Recess (schools closed)*	Thursday through Friday	April 9-17
Memorial Day (schools closed)	Monday	May 25
Regents Exams	Tues. through Thursday	June 16-25
Last day of school for students	Thursday	June 25
Professional Development Day (staff only report)	Friday	June 26

INSTRUCTIONAL DAYS FOR PUPILS

Total 181

*If three or more days are lost (e.g. due to snow), the Spring Recess will be modified. Required instructional days for students 181. Required days for teachers 184.

Schedule B

SALARY AGREEMENT
BETWEEN THE
HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
AND THE
HEWLETT-WOODMERE FACULTY ASSOCIATION
REGARDING
COMPUTING SALARY SCHEDULES

Computing salary schedules for Article IX of the Negotiated Agreement for the Period July 1, 2008 through June 30, 2013.

Establishment of the Five Key Salary Steps

- A1. The School District and Association representatives will meet on or before December 15th of the present school year and the District will identify all established and known salary schedules in effect for the 55 Nassau County school districts other than Hewlett-Woodmere. Where tenure increments are given by another school district, they shall be added to step 15 salary data but not to step 1 salary data. Where separate schedules are used for tenured teachers by another school district, they shall be used for step 15 salary data but not step 1 salary data.
- A2. In the event that an existing schedule is in effect but is not known to the School District, and therefore not identified by the School District in accordance with A1 above, the Association has until January 15th of the current school year to provide the School District with an official copy of such schedule for inclusion in the following computations.
- A3. Three (3) "key" salaries will be taken from each of the current year's salary schedules, step 1 of the BA and steps 1 and 15 of the MA columns. The salaries will be arranged in 3 arrays - one for BA step 1, one for MA, step 1, and one for MA step 15. Within each array the salaries shall be arranged, in order, from the largest salary in position one down to the smallest salary.
- A4. The salary on each of the three (3) arrays exactly at the halfway position (rounded to the nearest whole dollar) between the salary at the fifth (5th) position and the next lower (smaller) salary shall be computed and identified as the salary at the sixth (6th) position on each of the three (3) arrays. These three (3) "key" salaries shall be used in adjusting the School District's salary schedule.
- A5. A fourth "key" salary, to be used exclusively to determine longevity increments for the MAw/BA + 60 and MAw/BA + 75 columns as outlined in B8 under "Salary Schedule Formation" below, will be taken at MA+30, step 15, by the same method outlined in numbers A1, A2, A3, and A4 above. In the event that a district has separate salary columns reading "BA+60" and "MA+30," the MA+30 numbers shall be used.
- A6. A fifth "key" salary, to be used exclusively to determine longevity increments for the MAw/BA + 90 and DR columns as outlined in B9 under "Salary Schedule Formation" below, will be taken at MA+60 step 15, by the same method outlined in numbers A1, A2, A3, and A4 above. In the event that a district has separate salary columns reading "BA+90" and "MA+60," the MA+60 numbers shall be used.

Salary Schedule Formation

- B1. The difference between the BA step 1 and MAw/BA+30 step 1 shall be divided by four (4) and rounded off to the nearest whole dollar. This quotient, the BA COLUMN DIFFERENTIAL, shall be added to the BA step 1 to get the BA+15 step 1, and added to the MAw/BA+30 step 1 to get the MAw/BA+45 step 1.
- B2. The BA COLUMN DIFFERENTIAL shall be increased by \$80 to get the MA COLUMN DIFFERENTIAL. The MA COLUMN DIFFERENTIAL shall be added to the MAw/BA+45 step 1 to get the MAw/BA+60 step 1. This pattern will be continued to establish step 1 for MAw/BA+75, MAw/BA+90, and DR columns.
- B3. The difference between MAw/BA+30 step 1 and adjusted MAw/BA+30 step 15 shall be computed, divided by fourteen (14) and rounded off to the nearest whole dollar. This quotient, the MA INCREMENT, shall be decreased by \$100 and added to the MAw/BA+30 step 1 salary to get the MAw/BA+30 step 2 salary. This differential shall be repeated in determining steps 3-14 of the MAw/BA+30 column.
- B4. The MA INCREMENT shall be added to step 1 salaries on MAw/BA+45, MAw/BA+60, MAw/BA+75, MAw/BA+90, and DR to get step 2 salaries. This differential shall be repeated in determining steps 3-15.
- B5. The MA INCREMENT shall be decreased by \$200 and added to the BA step 1 salary to get the BA step 2 salary. This differential shall be repeated in determining steps 3-6 of the BA column.
- B6. The MA INCREMENT shall be decreased by \$100 and added to the BA+15 step 1 salary to get the BA+15 step 2 salary. This differential shall be repeated in determining steps 3-6 of the BA+15 column.
- B7. Longevity increments based upon step 15 of the MAw/BA+30 column shall be used to create the salaries for steps 20, 25, and 30 of the MAw/BA+30 and MAw/BA+45 columns. The longevity increments for steps 20 of the MAw/BA+30 and MAw/BA+45 columns shall be 4% of step 15 of the MAw/BA+30 column, the longevity increment for steps 25 of the MAw/BA+30 and MAw/BA+45 columns shall be 8% of step 15 of the MAw/BA+30 column, and the longevity increment for steps 30 of the MAw/BA+30 and MAw/BA+45 columns shall be 9½ % of step 15 of the MAw/BA+30 column.
- B8. Longevity increments based on the adjusted fourth key salary, as outlined in A5 above, shall be used to create the salaries for steps 20, 25, and 30 of the MAw/BA+60, and MAw/BA+75 columns. The longevity increments for steps 20 of the MAw/BA+60, MAw/BA+75 columns shall be 4% of the adjusted fourth key salary, as outlined in A5 above. The longevity increment for steps 25 of the MAw/BA+60 and MAw/BA+75 columns shall be 8% of the adjusted fourth key salary, as outlined in A5 above. The longevity increment for steps 30 of the MAw/BA+60 and MAw/BA+75 columns shall be 9½ % of step 15 of the adjusted fourth key salary, as outlined in A5 above.
- B9. Longevity increments based on the adjusted fifth key salary, as outlined in A6 above, shall be used to create the salaries for steps 20, 25 and 30 of the MAw/BA+90 and DR columns. The longevity increments for step 20 of the MAw/BA+90 and DR columns shall be 4% of the adjusted fifth key salary, as outlined in A6 above. The longevity increment for step 25 of the MAw/BA+90 and DR columns shall be 8% of the adjusted fifth key salary, as outlined in A6 above. The longevity increment for step 30 of the MAw/BA+90 and DR columns shall be 9½ % of step 15 of the adjusted fifth key salary, as outlined in A6 above.

2008-09 school year - To determine the base schedule for the final schedules for 2008-09, the following procedure shall be used:

1. The three key steps BA step 1, MA step 1, and MA step 15, the fourth key salary at MA+30 step 15, and the fifth key salary at MA+60 step 15, shall be increased by the average of the percent increases received in all districts used to determine sixth position on the five arrays used to determine these five key salaries to compute the salary schedules that will be in effect for the 2008-09 school year. This shall form the salary schedule as attached as Schedule B1.
2. On July 1st 2008 the Salary Schedules shall be adjusted by adding to the base schedule \$900 to the MAw/BA+45, an additional \$200 to MAw/BA+60, an additional \$300 to MAw/BA+75, an additional \$300 to MAw/BA+90, and an additional \$300 to DR.
3. The salary schedule shall be increased for each step at the rate of 0.005 to establish final salary schedule.

2009-10 school year - To determine the base schedule for the final schedules for 2009-10, the following procedure shall be used:

1. The School District and Association representatives will meet on or before December 15th, 2008, and the District will identify all established and known salary schedules in effect for the 55 Nassau County school districts other than Hewlett-Woodmere. The five key salary steps shall be identified according to A1-A6 as indicated above. These will be applied to the schedule and will form the base for the creation of the salary schedule for 2009-10. See Schedule B2.
2. This adjusted base, the fourth key salary at MA+30 step 15, and the fifth key salary at MA+60 step 15, shall be increased by the average of the percent increases received in all districts used to determine sixth position on the five arrays used to determine these five key salaries to compute the salary schedules that will be in effect from July 1st, 2009 through June 30th, 2010.
3. On July 1st 2009 the Salary Schedules shall be adjusted by adding to the base schedule \$1,000 to the MAw/BA+45, an additional \$200 to MAw/BA+60, an additional \$300 to MAw/BA+75, an additional \$300 to MAw/BA+90, and an additional \$300 to DR.
4. The salary schedule shall be increased for each step at the rate of 0.005 to establish the final salary schedule.

2010-11 school year - To determine the base schedule for the final schedules for 2010-11, the following procedure shall be used:

1. The School District and Association representatives will meet on or before December 15th, 2009, and the District will identify all established and known salary schedules in effect for the 55 Nassau County school districts other than Hewlett-Woodmere. The five key salary steps shall be identified according to A1-A6 as indicated above. These will be applied to the schedule and will form the base for the creation of the salary schedule for 2010-11.
2. This adjusted base, the fourth key salary at MA+30 step 15, and the fifth key salary at MA+60 step 15, shall be increased by the average of the percent increases received in all districts used to determine sixth position on the five arrays used to determine these five key salaries to compute the salary schedules that will be in effect from July 1st, 2010 through June 30th, 2011.

3. On July 1st 2010 the Salary Schedules shall be adjusted by adding to the base schedule \$1,100 to the MAw/BA+45, an additional \$200 to MAw/BA+60, an additional \$300 to MAw/BA+75, an additional \$300 to MAw/BA+90, and an additional \$300 to DR.
4. The salary schedule shall be increased for each step at the rate of 0.005 to establish the final salary schedule.

2011-12 school year To determine the base schedule for the final schedules for 2011-12, the following procedure shall be used:

1. The School District and Association representatives will meet on or before December 15th, 2010, and the District will identify all established and known salary schedules in effect for the 55 Nassau County school districts other than Hewlett-Woodmere. The five key salary steps shall be identified according to A1-A6 as indicated above. These will be applied to the schedule and will form the base for the creation of the salary schedule for 2011-12.
2. This adjusted base, the fourth key salary at MA+30 step 15, and the fifth key salary at MA+60 step 15 shall be increased by the average of the percent increases received in all districts used to determine sixth position on the five arrays used to determine these five key salaries to compute the salary schedules that will be in effect from July 1st, 2011 through June 30th, 2012.
3. On July 1st 2011 the Salary Schedules shall be adjusted by adding to the base schedule \$1,200 to the MAw/BA+45, an additional \$200 to MAw/BA+60, an additional \$300 to MAw/BA+75, an additional \$300 to MAw/BA+90, and an additional \$300 to DR.
4. The salary schedule shall be increased for each step at the rate of 0.005 to establish the final salary schedule.

2012-13 school year To determine the base schedule for the final schedules for 2012-13 the following procedure shall be used:

1. The School District and Association representatives will meet on or before December 15th 2011 and the District will identify all established and known salary schedules in effect for the 55 Nassau County school districts other than Hewlett-Woodmere. The Five key salary steps shall be identified according to A1-A6 as indicated above. These will be applied to the schedule and will form the base for the creation of the salary schedule for 2012-13.
2. This adjusted base, the fourth key salary at MA+30 step 15, and the fifth key salary at MA+60 step 15, shall be increased by the average of the percent increases received in all districts used to determine sixth position on the five arrays used to determine these five key salaries to compute the salary schedules that will be in effect from July 1st 2012 through June 30th 2013.
3. On July 1st 2012 the Salary Schedules shall be adjusted by adding to the base schedule \$1,300 to the MAw/BA+45, an additional \$200 to MAw/BA+60, and additional \$300 to MAw/BA+75, and additional \$300 to MAw/BA+90, and an additional \$300 to DR.
4. The salary schedule shall be increased for each step at the rate of 0.005 to establish the final salary schedule.

Schedule BI

TEACHER SALARY GUIDE 2008-09

EFFECTIVE 7/1/08 - 6/30/09

STEP	BA	BA+15	MA WITH BA+30	MA WITH BA+45	MA WITH BA+60	MA WITH BA+75	MA WITH BA+90	DR
1	54,486	56,482	62,471	65,371	67,649	70,026	72,404	74,782
2	57,284	59,380	65,370	68,370	70,647	73,025	75,403	77,781
3	60,081	62,279	68,268	71,369	73,646	76,024	78,402	80,780
4	62,879	65,177	71,166	74,368	76,645	79,023	81,401	83,779
5	65,677	68,076	74,065	77,367	79,644	82,022	84,400	86,778
6	68,475	70,974	76,963	80,366	82,643	85,021	87,399	89,777
7			79,862	83,365	85,642	88,020	90,398	92,776
8			82,760	86,364	88,641	91,019	93,397	95,774
9			85,658	89,363	91,640	94,018	96,396	98,773
10			88,557	92,362	94,639	97,017	99,395	101,772
11			91,455	95,360	97,638	100,016	102,393	104,771
12			94,354	98,359	100,637	103,015	105,392	107,770
13			97,252	101,358	103,636	106,013	108,391	110,769
14			100,151	104,357	106,635	109,012	111,390	113,768
15			104,456	107,356	109,633	112,011	114,389	116,767
20			108,634	111,534	113,994	116,372	118,949	121,327
25			112,812	115,713	118,355	120,733	123,509	125,887
30			114,379	117,279	119,990	122,368	125,219	127,597

Schedule B2

TEACHER SALARY GUIDE 2009-10
EFFECTIVE 7/1/09 6/30/10

STEP	DA	DA+15	MA WITH DA+30	MA WITH BA+45	MA WITH BA+60	MA WITH BA+75	MA WITH BA+90	DR
1	56,457	58,615	65,087	68,250	70,689	73,728	75,768	78,308
2	59,363	61,621	68,093	71,356	73,795	76,335	78,874	81,414
3	62,268	64,627	71,099	74,462	76,902	79,441	81,981	84,521
4	65,173	67,632	74,105	77,569	80,008	82,548	85,087	87,627
5	68,079	70,638	77,111	80,675	83,115	85,654	88,194	90,733
6	70,984	73,644	80,117	83,782	86,221	88,761	91,300	93,840
7			83,123	86,888	89,327	91,867	94,407	96,946
8			86,128	89,995	92,434	94,974	97,513	100,053
9			89,134	93,101	95,540	98,080	100,620	103,159
10			92,140	96,208	98,647	101,186	103,726	106,266
11			95,146	99,314	101,753	104,293	106,833	109,372
12			98,152	102,421	104,860	107,399	109,939	112,479
13			101,158	105,527	107,966	110,506	113,045	115,585
14			104,164	108,633	111,073	113,612	116,152	118,692
15			108,574	111,740	114,179	116,719	119,258	121,798
20			112,917	116,083	118,722	121,261	123,994	126,534
25			117,261	120,426	123,264	125,804	128,730	131,270
30			118,889	122,054	124,968	127,507	130,506	133,046

SCHEDULE C

EXTRA & CO-CURRICULAR ACTIVITIES

Establishment of new Schedule C Position – The establishment of a new Schedule C shall be through the mutual agreement between the District and the Association after completion of the “New Proposal for Schedule C” form.

The Association shall be advised as soon as possible of the establishment of any new extra-curricular and co-curricular positions not listed in Schedule “C”.

Compensation - The annual extra compensation of all teachers performing voluntary extra-curricular and co-curricular activities authorized by the Board shall be as set forth on Schedules “C” for 2008-09, 2009-10, 2010-11 and 2011-2013.

Positions marked [...] are inactive but continue to be subject to annual increase.

Effective: 7/1/2008-6/30/2009 The compensation for each of the activities set forth in this schedule shall be in the amounts set forth below. (Note: Schedule C shall enumerate all activities compensated under Schedule C on June 30, 2008, and such other activities as proposed and approved by principals through June 30, 2008. The compensation for each of the activities set forth on Schedule C for the 2008-2009 school year shall be established by increasing the June 30, 2008 rate by the average of the per cent increases at the 3 “key points” from 2007-2008 to 2008-2009, determined by the procedures in Schedule B).

7/1/2009-6/30/2010 The compensation for each of the activities set forth in this schedule shall be increased by the average of the per cent increases at the 3 “key points” from 2008-2009 to 2009-2010, determined by the procedures in Schedule B.

7/1/2010-6/30/2011 The compensation for each of the activities set forth in this schedule shall be increased by the average of the per cent increases at the 3 “key points” from 2009-2010 to 2010-2011, determined by the procedures in Schedule B.

7/1/2011-6/30/2012 The compensation for each of the activities set forth in this schedule shall be increased by the average of the per cent increases at the 3 “key points” from 2010-2011 to 2011-2012, determined by the procedures in Schedule B.

7/1/2012 – 6/30/2013 The compensation for each activities set forth in this schedule shall be increased by the average of the per cent increases at the 3 “key points” from the 2011-2012 to 2012-2013 determined in the procedures in Schedule B.

Annual Extra Compensation for Teachers Performing Voluntary Extra-Curricular and Co-Curricular Activities Outside of the School Day

Persons assigned to any position listed below will discharge all duties associated with that position for the indicated compensation.

All teacher compensation for services under Schedule C shall be paid only by the District.

A. High School Interscholastic Athletic Coaching

Group I

Basketball (B) JV	\$6594
Basketball (B) Varsity	9050
Basketball (G) JV	6594
Basketball (G) Varsity	9050
Football JV	6594
Football JV-Assistant	5513
Football Varsity	9050
Football Varsity-Assistant	6594
Football Varsity-Assistant	6594
Football Varsity-Assistant	6594
Photographer, Football	1119

Group II

Baseball JV	5513
Baseball Varsity	7412
Baseball Varsity-Assistant	5513
Lacrosse JV (B)	5513
Lacrosse JV-(B) Assistant	4277
Lacrosse Varsity (B)	7412
Lacrosse Varsity-(B) Assistant	5513
Lacrosse JV (G)	5513
Lacrosse JV-(G) Assistant	4277
Lacrosse Varsity (G)	7412
Lacrosse Varsity-(G) Assistant	5513
Soccer (B) JV	5513
Soccer (B) Varsity	7412
Soccer (B) Varsity-Assistant	5513
Soccer (G) JV	5513
Soccer (G) Varsity	7412
Soccer (G) Varsity-Assistant	5513
Softball JV	5513
Softball Varsity	7412
Softball Varsity-Assistant	5513
	7412

Spring Track-Varsity (B)	7412
Spring Track Varsity (B)-Assistant	5513
Spring Track (G) Varsity	7412
Spring Track (G) Varsity Assistant	5513
Swimming (B) Varsity	7412
Swimming (B) Varsity-Assistant	5513
Volleyball (B) JV	5513
Volleyball (B) Varsity	7412
Volleyball (G) JV	5513
Volleyball (G) Varsity	7412
Wrestling Varsity	7412
Wrestling Varsity-Assistant	5513

Group III

Cross Country Varsity	\$6292
Cross Country Varsity-Assistant	4277
Gymnastics (G) - Varsity	6292
Swimming (G) Varsity	7412
Swimming (G) Varsity-Assistant	5513
Tennis (B) JV	4277
Tennis (B) Varsity	6292
Tennis (G) JV	4277
Tennis (G) Varsity	6292
Winter Track Varsity (B)	6292
Winter Track (B)-Assistant	4277
Winter Track Varsity (G)	6292
Winter Track Varsity (G)-Assistant	4277
Group IV	
Bowling (B) Varsity	\$4266
Bowling (G) Varsity	4266
Cheerleading (BB) JV	3191
Cheerleading (BB) Varsity	4266
Cheerleading (F) JV	3191
Cheerleading (F) Varsity	4266
Fencing Varsity (B)	4266
Fencing Varsity (G)	4266
Golf Varsity	4266

B. Middle School Interscholastic Athletic Coaching

Group I

Football - Assist Head Coach	\$4137
Football - Assist. Head Coach	4137
Football - Head Coach	5213
Football Camp	1197

Group II

Baseball - Head Coach	\$ 4394
Basketball (B) - Head Coach	4394
Basketball (G) - Head Coach	4394
Lacrosse (B) - Head Coach	4394
Lacrosse (B) - Assistant	3668
Lacrosse (G) - Head Coach	4394
Lacrosse (G) - Assistant	3668
Soccer (B)- Head Coach	4394
Soccer (G) - Head Coach	4394
Softball (G) - Head Coach	4394
Swimming (B)-Head Coach	4394
Swimming (G)-Head Coach	4394
Volleyball (B)-Head Coach	4394
Volleyball (G)-Head Coach	4394
Wrestling -Head Coach	4394
Wrestling-Assistant	3668

Group III

Cheerleading (B/B) - Head Coach	[3576]
Cheerleading (F) - Head Coach	[3576]
Cross Country Track	3576
Gymnastics - Head Coach	3576
Spring Track - Assistant	3192
Spring Track (B) - Head Coach	3576
Spring Track (G) - Head Coach	3576
Tennis (B) - Head Coach	3576
Tennis (G) - Head Coach	3576

Add \$50.00 per night if sports camp activity is conducted outside of the metropolitan N.Y.C. - Long Island area before the start of the school year.

Scouting trips outside of regular coaching responsibilities daily rate: \$20.00 If the league increases or decreases the length of a given sports session, the rate of compensation reflected in Schedule C shall be prorated up or down accordingly.

II. Intramural Athletics Activities

Per session rate: * \$34.60

Per session rate (swimming only): * \$44.90

In the event that a scheduled session of an intramural athletics activity is not met for any reason, the session shall be rescheduled. If it is impossible to reschedule a make-up session, no deduction shall be made from the teacher's compensation, unless the session did not meet due to the fault of the teacher. In that case, the teacher shall not be paid for the session.

In the event the District authorized and teacher volunteers to conduct an extramural contest of an intramural activity outside of the school district, the total compensation for each such activity shall be \$35.00.

III. Co-Curricular and Extra-Curricular Activities

A. Supervision of High School Activities Related to the School Program

<u>I. HIGH SCHOOL ADVISORS</u>	<u>2008/09</u>
After Math Club	\$1078
American Field Services Advisor	[2498]
Amnesty International Club	[519]
Art Club	1249
Asian Club	[1464]
Book of the Month	[2023]
Cabaret Night/Advisor	3102
Cabaret Night/Music	1511
Chess/Logic and Strategy Game	1716
Chess Team Coach	[1034]
Coffee House	832
Commencement	1812
Community Reach-Out (aka Reach Out to Seniors)	1205
Computer Club	2713
Crossroads Bible Study Facilitator	1475
DECA/FBLA	3836
Environmental Club	3814
Euro Challenge	2127
Federal Reserve	1478

For Lang Exc #1	2498
For Lang Exc #2	2498
For Lang Exc #3	[2498]
For Lang Honor Society	1178
French Club	1464
Gay/Straight Alliance	605
Hebrew Cultural Club	[1464]
Honor Society	1464
Human Rights Awareness	1596
Intel Research/Statistical Support	4406
Italian Club	1464
Key Club	2713
Latin Club	[1464]
Leaders' Club	1725
Mock Trial	3576
Model Congress	8379
Multi-Cultural Club	1464
Poetry Club	1249
Richard Lesser Tournament	[757]
SALT/SADD	3836
Science Club	[1205]
Science Olympiad	1423
Science Peer Tutoring	1101
Senior Wellness	701
Spanish Club	1464
Speech & Debate	[7412]
Sr Math Team	3017
Stock Market Club	1292
Student Mediation	[1464]
Summer Research Club	2498
Technology Club	[1119]
Thespian Honor Society	720
Urban Dance Club	[1633]
Video Club (Telecommunications)	1638
Weather Club	[1794]
Wellness Club	3050
X-Clusive Beats Step Squad	2912
Yorker Club	2326

2. HIGH SCHOOL CLASS SPONSORSHIP

9th Grade	\$1249
10th Grade	1511
11th Grade	1725
12th Grade	1725
Senior Prom	1119

3. HIGH SCHOOL STUDENT COUNCIL

Student Council/Advisor	\$5213
Student Council/Asst	2414

4. HIGH SCHOOL DRAMATIC PRODUCTION #1
(per play)

Art Advisor/Tech. Supervisor	\$643
Asst Director	774
Business Manager	1036
Costume Advisor	774
Director	4437
Set Construction	1119

5. HIGH SCHOOL DRAMATIC PRODUCTION #2
(per play)

Art Advisor/Tech. Supervisor	643
Asst Director	774
Business Manager	1036
Costume Advisor	774
Director	4437
Set Construction	1119

6. HIGH SCHOOL MUSIC PRODUCTION

Art Advisor	643
Asst Director, Dialogue	774
Asst Director, Music	774
Choreographer	1453
Costume Advisor	774
Dialogue Director	4437
Music Director	4437
Orchestra Conductor	4437
Set Construction	1119
Set Design	774

7. HIGH SCHOOL MUSIC DEPARTMENT ACTIVITIES

Dance Team	1978
Drill Team	[1935]
HS Bandmaster	6896
HS Bandmaster Assistant	1205
HS Bandmaster/Summer Show Designers	2326
HS Jazz Choir & Show Choir	1725
HS Jazz Ensemble	862
Jazz Improvisation Lab	2276
Pep Band Club	[1438]
Tri-M Music Honor Society	1758
Twirlers/Flags	2414

8. PUBLICATIONS

Newspaper	\$5687
Newspaper/Business	2713
Newspaper/Circulation	774
Vintage	2414
Yearbook	4825
Yearbook/Business	2067

B. MIDDLE SCHOOL ACTIVITIES

1. MIDDLE SCHOOL ADVISORS

6th Invention Convention	630
7th Consumer Olympics	2460
7 th Grade Trip Coordinator-Day	759
7 th Grade Trip Coordinator-Night	[2326]
8 th Grade Trip Coordinator-Day	759
8 th Grade Trip Coordinator-Night	[2326]
8th Science Exhibit	2460
Anti-Bias	[1464]
Art Club	1515
Awards Coordinator	378
Blue/White Olympics	521
Chess Club	916
Commencement Party/Dance	[862]
Computer Club	[1484]
CS News Coordinator	[568]
Ecology Club	[568]
Environmental Ed. Brookville Coordinator	1162
Environmental Ed. Greenkill Coordinator	2326
French Club	1119
Geography Bee	442
Graduation Advisor	378
History Fair	642
Homework Club	3735
Jazz Improvisation Workshop	682
Just Write	[1380]
Kickline	[904]
Link Day-MS/HS Coordinator	836
Math Counts Advisor	2498
Math Olympiad	[904]
Mathletes	[1854]
Medieval Times	[566]
Multimedia Club	921
Newsletter	1514
Sabelotodo Club	[2283]
SADD	1332
Science Fair	[2629]
Science Olympiad	[2420]
Science Research Club	[2526]
Service League	[731]
Social Studies Fair	2629
Social Studies Olympiad	442
Spanish Club	1119
Spanish Cultural Coordinator	[339]
Spelling Bee	[302]
Sports Night advisors	[992]
Student Council	3444

Middle School Advisors (continued)

Student Investment Club	1365
Student Recreation Coordinator-AM	2960
Student Recreation Coordinator-PM	1480
Student Wellness	1515
Trivia Challenge	[731]
Video Club	[1324]
Wellness Activities Coordinator	1470
Writing Contests	[757]
Yorker Club	[2326]

2. MIDDLE SCHOOL PLAY PRODUCTION

Art Advisor	\$643
Assistant Director	[774]
Choreographer	1821
Costume Advisor	774
Director	4095
Music Advisor	774
Music Director	3944
Set Construction	1119

3. MIDDLE SCHOOL MUSIC DEPARTMENT ACTIVITIES

MS Bandmaster Assistant	[260]
MS Jazz Ensemble	862

4. MIDDLE SCHOOL PUBLICATIONS

Literary Journal Advisor	\$1550
Newspaper-Advisor	2067
Yearbook-Advisor	2830
Yearbook-Asst. Advisor	1460
Yearbook-Photo Advisor	[774]

C. HEWLETT ELEMENTARY SCHOOL ACTIVITIES

5th Grade Talent Show	\$[229]
Computer Club	[731]
Environmental Education	[432]
Globe Environmental Club	750
Math Olympiad #1	904
Math Olympiad #2	904
Math Olympiad #3	904
Math Olympiad #4	[904]
Mentor Program	[731]
Music Technology	568
Music Technology #2	568
R.A.B.B.I.T.S. Book Club	1380
Safety Patrol	[1034]
School Newspaper	[819]
Scrabble	[302]
Special Events (Music) Grade 5	[819]
Special Events Art	819
Stock Market Club	378
Story Telling Club	[303]
Student Council Advisor	562
Theatre Workshop	[688]
Trivia Challenge	[731]
Webmasters/Intranet Club	619
Yearbook	[904]
Young Authors'	731

D. OGDEN ELEMENTARY SCHOOL ACTIVITIES

Computer Club #1	[731]
Computer Club #2	[731]
Creative Writing 2-3	763
Creative Writing 4-5	763
Environmental Ed.	[432]
Math Olympiad	904
R.A.B.B.I.T.S. Book Club	1380
Safety Patrol	[1041]
School Newspaper	[819]
Science Test Coordinator	1276
Special Events Coord. (Art)	819
Student Council Advisor	562
Student Council Election Advisor	731
Study Skills Club 4 th /5 th	798
Theatre Workshop Advisor	688
Theatre Workshop Performance Coordinator	731
Video Tech Club	1139
Web Coordinator	2344
Yearbook	[905]

B. FRANKLIN EARLY CHILDHOOD CENTER ACTIVITIES

First Grade Web Coordinator	\$1172
Kindergarten Web Coordinator	1172
Pre-K Web Coordinator	[1172]
Special Events Coord.	819

C. DISTRICT ACTIVITIES

Elem. School Bandmaster	\$(260)
Translator/Interpreter	[3623]

SCHEDULE D

Request to Borrow Unearned Sick Days

Name _____

Address _____

I hereby request to borrow _____ (maximum of five) unearned sick days to be used to avoid a deduction from my current salary. I agree to the following conditions:

1. I will repay these borrowed sick days as soon as I earn additional sick days within the next semester, immediately following today's date.
(Fall Semester: September through January, Spring Semester: February through June).
2. If for any reason my active service in Hewlett-Woodmere should not continue into the next semester, I authorize the District to deduct any amounts due it from the net proceeds of my last salary payment. In the event that payment is insufficient to pay what I owe, I agree to repay the District within 10 days after demand.
3. I will pay the District, pursuant to Item 2 above, at the daily rate of $1/200^{\text{th}}$ of my annual salary in effect on the date hereof or as said rate may be modified retroactively hereafter, for each sick day which I fail to repay pursuant to item 1 above.

Signed: _____

Date: _____

Approved for the Hewlett-Woodmere Public Schools: _____

Date: _____

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT Schedule E
TEACHER ABSENCE REPORT

Name (print) _____ SCHOOL _____
DATE(S) OR PERIODS OF ABSENCE _____

DIRECTIONS: (see back of form for additional information) Check the appropriate reason for absence and submit this form to the building principal within 24 hours of receipt of this form. When reason for absence involves a matter of extreme confidentiality, please contact the Asst. Supt. For Human Resources & Student Services.

I. Personal Illness (accrued at a rate of 10 days per year for non-tenured teachers). Attach note from doctor for absences of 5 consecutive school days or more.

II. Childbirth tenured _____ Childbirth non-tenured _____ Adoption _____
Date of baby's birth/adopted _____ (Attach documentation)

III. Personal and Family Responsibilities (up to 5 days absence with pay for each incident):

____ Critical Illness in the immediate family _____ (relationship)
____ Death in the immediate family _____ (relationship)

IV. Personal and Family Responsibilities (1 day or part of a day with pay will be allowed for each incidence. Advance notice, whenever possible, must be given).

____ Take self _____ or _____ (state relationship) in immediate family for medical appointment or to or from hospital, not possible except during school time.

____ Care of immediate family member _____ (state relationship) who is sick, where absence of teacher for such purpose is required

____ Attendance at funeral of _____ (state relationship)

____ Birth of a grandchild

____ Wedding ceremony for self/immediate family member

____ Legal proceeding/court appearance

____ Moving to new home

____ Examination/interview for graduate program or degree

____ Conference, official meeting, or registration at child's school

____ Receive award or degree

____ Speech or presentation at a professional meeting

____ Attend graduation or awards ceremony for self/immediate family member

____ Other, state reason (may only be used with approval by Assistant Superintendent for Human Resources and Student Services) _____

V. Emergency Situations or Extenuating Circumstances which prevent attendance (1 day or part of a day with pay will be allowed for each incident). Explanation required. This category includes such things as childcare emergency, automotive theft, accident, non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Explanation: _____

VI. Jury Duty (attach summons or court documentation)

VII. Unspecified Personal Day (maximum 2 per year) will be allowed with pay, not to be used to extend a scheduled vacation. Advance notice, whenever possible, shall be given.

The Assistant Superintendent for Human Resources & Student Services for extenuating circumstances, may allow additional days of absence with or without pay.

Teacher's Signature _____ Date _____
Principal's Signature _____ Date _____

Revised 2008

(Teacher Absence form continued on next page)

TEACHER ABSENCES

Reporting Procedures Any person absent from school must notify the district according to the district's procedure for notification. Teachers who are assigned to more than one building must complete absence report form for each building.

Personal Illness. A doctor's certificate is required for absences of five consecutive school days or more.

- A. For tenured teachers or teachers who have completed the equivalent of 3 years of full-time employment, in limited absence with pay will be allowed for personal illness. Absences extending beyond 3 months will be reviewed by the Superintendent and Board of Education and dealt with individually.
- B. For non-tenured teachers, (those teachers not included in section A. above) sick leave shall be credited at the commencement of employment at the rate of one day per month on a prorated basis to a maximum of 10 days per year. These days will accumulate until the conditions of section A. above are met.

Childbirth

A tenured teacher who has given birth: Absences with pay will be allowed until mother is medically able to return to work, usually 6 weeks (8 weeks in case of caesarean).

A non-tenured teacher who has given birth: Absence with pay will be allowed for the maximum number of accumulated sick days in bank, plus 5 additional days.

Father (tenured and non-tenured): Five days absence with pay is allowed for birth of a child.

Adoption: Five days absence with pay will be allowed for adoption of a child for both tenured and non-tenured teachers.

Critical Illness or Death in the Immediate Family: Five days absence with pay is allowed for each critical illness or death in the immediate family.

- A. Critical illness means illness which attending physician considers sufficiently serious to require the teacher's presence at the bedside.
- B. Immediate family includes the teacher's spouse, children, step-children, parents, grandparents, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and others identified by the teacher as members of his/her household.

Personal and Family Responsibilities: One day or part of a day with pay will be allowed for each incidence. Advance notice, whenever possible must be given.

Emergency Situations or Extenuating Circumstances which prevent attendance: One day or part of a day with pay will be granted for each incidence. This category includes childcare emergency, automotive theft, accident, or non-functioning vehicle, failure of public transportation, emergency home repairs or fire in the home.

Extenuating Circumstances may occur when more days are being requested than are generally allowable for the absence.

Unspecified Personal Days (maximum 2 per year will be allowed with pay), may include such reasons as driving examination for license, attending graduation, or wedding ceremonies (other than immediate family), or any other unspecified reason. Reasons need not be stated nor included on the absence form. Advance notice, whenever possible, shall be given.

The Assistant Superintendent for Human Resources and Student Services, for extenuating circumstances, may allow additional days of absence with or without pay.

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